

Subscription to the SOLICITORS' JOURNAL is—Town, 2s.; Country 2s.; with the WEEKLY REPORTER, 5s. Payment in advance includes Double Numbers and Postage. Subscribers may have their Volumes bound at the Office—cloth, 2s. 6d.; half law calf, 4s. 6d.

Letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer, though not necessarily for publication.

On account of the difficulty experienced in procuring the Journal with regularity in the Provinces, it is requested that application be made direct to the Publisher.

The Solicitors' Journal.

LONDON, MARCH 6, 1869.

BY A RETURN just issued by the Chief Registrar of the Court of Bankruptcy of the number of trust deeds registered under the Bankruptcy Act, 1861, between October 11, 1867, and January 11, 1868, and between October 11, 1868, and January 11, 1869, it appears that the total number of such deeds in the first period was 810, and in the second period 804; gross value of property £1,765,525, and £705,000; of unsecured debts £,309,046 and £1,267,471; stamp duty, £4,413, and £,762. This shows a very marked diminution since the present Act came into operation.

THE CASE OF *Saurin v. Star* ended on Friday, the 11 ult., in a verdict for the plaintiff, on the counts of conspiracy and libel, for £500, to be reduced to £300 in the plaintiff's dower being refunded; the finding being for the defendants on the minor counts. The case admitted naturally enough an immense amount of popular interest, but affords little matter for our comment. The main conclusion deducible is that convent life has the reverse of an elevating influence on female character—which is not a legal point. With reference to the law of conspiracy, there seemed indeed, during the argument, some tendency on the part of the defendants' counsel to argue that a count for conspiracy is not maintainable unless the act forming the object of the conspiracy is either a crime or a tort. But we apprehend that an action for conspiracy is maintainable if the act, the object of the combination, is calculated to do harm to another, even though that act if done by one man would not amount to a tort. In *Walsby v. Anley*, 9 W. R. 271, 30 L. J. M. C. 121, Crompton, J., said:—“It is a matter of common learning that what one man may lawfully do alone, he may not do in combination with others, when the act tends to do harm to another.” And see *O'Neill v. Longman*, 11 W. R. 947, 4 B. & S. 383.

In awarding damages against the defendants, to be reduced by £300 on restoration of the plaintiff's dowry, the jury probably, though after rather an odd fashion, arrived at the best and shortest way of giving the plaintiff her dowry. The dowry would be paid to the first convent which the plaintiff entered, and probably it would be transferred upon her removing to another, but there is nothing to show that it came into the personal possession of the defendants. The costs of the action will be something frightful, though to defendants under vows of poverty they may not be so much of an infliction. To the leading counsel engaged in the case it will, it must be feared, have proved, as Mr. Mellish humorously observed during its progress, a considerable “exercise of poverty” from its engrossing so long a period of their time. Nor is the loss which this tedious case has inflicted upon the public to be overlooked. Even if any man of an arithmetical turn were to calculate and add up the mere pecuniary cost to the nation at which this cause has been tried, the amount would astonish most people. “To one Lord Chief Justice, at (say) £32 per working day—engaged 20 days—£640;” would be the first item. Then would follow the pay of officials, police-

men, &c., &c., use of building, and so forth, which would swell the cost of *Saurin v. Star* to a very respectable figure. But the national cost assumes a really serious aspect if we think of the delay which this twenty days' wonder has caused. At Guildhall and Westminster there have been left some 190 remanents, and it is not too much to say that more than half of these would probably have been “disposed of,” we use the term advisedly, but for this obstruction. It is to be hoped that we may not soon have such another.

THE LORD CHANCELLOR, considering Mr. Edward Watkin Edwards to have been guilty of a “flagrant contravention” of rule 122 of the General Orders in Bankruptcy, has dismissed him from his office of official assignee. It will be remembered that this rule forbids any official assignee, either directly or indirectly, to “carry on any trade or business, or hold or be engaged in any office or employment other than his office of official assignee,” and that Mr. Edwards, in 1862, entered into an agreement with the old firm of Overend, Gurney, & Co. to render them some mysterious services for five years at £5,000 a year, the services in question being, according to this official assignee's own view, such as to involve “ceaseless anxiety and never-ending hard work, mentally and physically.” It appears, moreover, that a complaint was made to Lord Westbury in 1864, that Mr. Edwards was engaged in other business, and neglected his official duties. Upon a representation, however, by Mr. Edwards—“that he had in consequence of the contemplated reduction of the income of an official assignee determined to undertake arbitrations, references, and negotiations for Messrs. Overend, Gurney, & Co., which would not interfere with his official duties,” Lord Westbury's letter to Mr. Commissioner Holroyd was withdrawn. Mr. Edwards did not then disclose his celebrated agreement with Messrs. Overend & Gurney, but we need not now enquire how this explanation came to be deemed a satisfactory one. He has now, in consequence of the disclosures made lately at Guildhall, been most properly cashiered by Lord Hatherley, but it is through the merest accident that the unwelcome light of day has been let in upon the secrets of his office. If the Overend & Gurney prosecution had never been instituted, or if Mr. Edwards had not been subpoenaed upon it, he would have been undisturbed in his office at this moment. From which it appears that official assignees are subject to very little supervision or control.

CERTAIN COUNTY COURTS have had Admiralty jurisdiction given to them under the County Courts Admiralty Jurisdiction Act, 1868, which was passed last year. This statute contains even more than the average number of those blunders which are, unfortunately, so often to be found in our statutes, and which are the result of the careless way in which they are drawn. A new bill is now before Parliament to extend and regulate this Admiralty jurisdiction, and it might have been expected that there would at least be an attempt to remedy some of the obvious mistakes of the Act of last year. This, however, is not the aim of the bill, except perhaps in section 3, which repeals section 22 of the Act, and provides that these county courts, in the exercise of their Admiralty jurisdiction, may proceed *in rem* or *in personam*. The object of the bill appears to be to extend the powers of the county courts which have Admiralty jurisdiction. By section 2 the county courts are to have jurisdiction over any claim not exceeding £300 arising out of any charter-party, bill of lading, contract for carriage of goods by a vessel, or for the hire of a vessel, freight, demurrage, average, damage to or delay of cargo, and “generally any claim of a civil and maritime nature relating to a ship or goods carried therein except insurance;” also, in any such claims, irrespective of amount, if the parties so agree.

The appeal in these cases is to be, not to the Admiralty Court, but to one of the superior courts of common law at Westminster. Section 4 establishes periods of time within which maritime liens are to be enforced; otherwise they are to determine. Sections 5 and 6 give jurisdiction over general average agreements.

If this bill becomes law in its present shape it will increase the difficulties already numerous in the construction of the Act of last year and the working of the new jurisdiction. It would be well if our legislators would be content to begin by amending the obvious blunders in the first Act, and leave the extension of its operation to some future occasion.

THE BRIDGWATER ELECTION PETITION terminated somewhat abruptly in the abandonment of the defence. Probably before any tribunal the defence would have been hopeless, but considering that Bridgwater at a former general election escaped from an election committee without any report to lead to its disfranchisement, most likely there would have been no surrender before an election committee. Possibly some slight hope may have been entertained when the surrender was made that the judge would not report, upon the evidence as it stood, that corrupt practices had extensively prevailed. That was not however the result. In due time a commission will of course issue, and the general opinion appears to be that the revelations are likely to equal anything at Totnes or Yarmouth, and that the only possible result must be the disfranchisement of the borough. And, indeed, the constituency has long been one of the most notoriously corrupt in the kingdom.

At Falmouth, where it was announced early in the case that the petitioner relied to a great extent on some charges of personal bribery against the sitting members, it was at once seen that his chance of success was small, and the petition failed accordingly. No novel propositions of law appear to have been laid down, and, as far as the facts are concerned, perhaps the most remarkable was that Mr. Justice Willes appears, according to the report of the *Western Morning News*, to have been affected to tears by the suggestion that a medical man had endeavoured to bribe a deaf and dumb voter by promising his wife that he would do something to restore hearing and speech to her husband.

The Salford petition has likewise failed, though the petitioner has not been made liable to costs, in consequence of the practices which were proved against the respondents, and which, although not such as in the opinion of the judge to avoid the election, yet were clearly improper, and in some cases illegal. Thus the judge appears to find the fact that payments were made on account of the conveyance of voters to the poll. It was suggested on the part of the respondents that the voters were conveyed only in borrowed carriages, and that the hired ones were only used for committee men and messengers. This, however, did not appear to be, at all events in the opinion of the judge, borne out by the evidence; and therefore the question arose as to the effect of an infringement of the 36th section of the Reform Act of 1867. This question we discussed fully *ante p. 21*, and it will be seen that the judge decided in accordance with the view we then expressed,—that although illegal, such payments would not avoid the election. Another point of considerable importance decided by Baron Martin upon the petition, was that a candidate was not responsible for acts done after the election by persons who had been his agents at the election. This, of course, as so stated, is undoubtedly correct, and follows from the general principles of the law of agency, which, as we have so often endeavoured to point out, are not, as is so persistently asserted in many quarters, in any way abrogated or set aside by the election law on the subject. A candidate is by statute and by election law responsible to a certain limited extent for the unauthorised acts of his agent; that is to say, "agent" where used in the Acts

of Parliament means not only agent to do the particular act in question, but "agent to procure the election." Who is an agent to procure the election is a question to be decided by the ordinary law of agency; and we have commented from time to time on the various cases as to who is such an agent, and how he must be authorised. It is clear, however, that the authority of a person authorised simply to procure the election ceases with the election, and unless some other and more extensive authority can be shown to have been conferred on the supposed agent, as to make subsequent payments on behalf of the candidate, or to investigate claims against him, then the candidate would not be responsible at all for the acts of that person done after such authority as he had ceased. This construction of the law is also borne out by the provision in the Election Petitions Act, 1868, which allows a petition to be presented after the usual time if it alleges a payment to have been made "by any member, or on his account, or with his privy" subsequent to the return. A payment by an agent would not be "on account of the member or with his privy," unless the agent had authority to make it. Yet, if an unauthorised subsequent corrupt payment by an agent would invalidate the election, there would be no reason why power to present a petition in respect of it should not be given. But although this is so it is not so clear that Baron Martin was right in declining, as he appears to have done, to hear any evidence of a corrupt payment subsequent to the election, by a person whose agency at the election might be considered proved. A subsequent payment is perhaps the most cogent evidence possible of a previous promise or understanding. The case of a man who pays a voter money for his vote after it is given, without any previous promise or understanding, must be, in the nature of things, of remarkably rare occurrence. Its *prima facie* improbability is so great, that we think such a payment ought to have been inquired into as strictly as possible, not with a view of unseating the members for the act of their agent subsequent to the election, but with a view of seeing whether there was not some previous corrupt bargain for which they could have been liable. It does not seem however, that the reception of the evidence was demanded by the petitioner's counsel on this ground, and, therefore, probably there may have been something in the facts of the particular case which may have made this reasoning inapplicable. The Salford petition also exposed again the same defect in election law as the Cheltenham case, viz., that the deliberate hiring of "roughs" to "carry on" will not avoid the election, unless their acts either are directed against individual voters as to amount to undue influence and intimidation, or unless there is general riot. It ought not to be allowable for one candidate to hire "roughs" for the purpose of molesting and annoying his opponent and his opponent's agents, any more than to annoy and intimidate those about to vote for his opponent, yet at present we cannot doubt that the law is so. Probably this will be one of the first amendments of the law which the trial of the election petition this year will give rise to.

In Ireland, the decision of the judge upon the Youghal petition has been given after a very protracted inquiry. The judge has reserved for the opinion of the Irish Court of Common Pleas the question whether the treating proved was corrupt, and although censuring strongly the extravagance of the expenditure, he has found on all the other questions in favour of the respondents. It is satisfactory that we shall shortly have a construction put upon the treating section of the act by a Court in Banc. In England none of the judges have yet exercised the power given them of reserving points of law. Most of the questions arising upon the petitions involve mixed law and fact, and probably it will not be often that a pure point of law, such as can be reserved for the Court, will be found material to the decision of any case. Still, if some of the questions of construction of the statutes which have been mooted could be reserved,

so that final decision upon them could be obtained next term, it would be a great benefit to the parties in the remaining petitions. At Galway we learn that the result of the petition has been that the members are seated. There was very considerable evidence given of "spiritual" intimidation by the Roman Catholic clergy. Mr. Justice Keogh, however, in a judgment which reached us late in the week, held that the clergy had not, though he disapproved of some things they had done, transgressed the line between "intimidation" and legitimate advice.

SIR COLMAN O'LOGHLEN has been endeavouring for some time to pass a bill for the alteration of the law of defamation, and we have on more than one occasion commented upon its provisions. This bill has again been introduced into the House of Commons, but it is now in the charge of Mr. Baines. The bill is in the same form as that introduced by Sir Colman O'Loghlen last year. The two most important provisions are—first, that in any proceeding for a libel in a newspaper, proof that the alleged libel was a true report of proceedings of a lawful public meeting, at which reporters were present, and that the report was published *bona fide*, without malice, and in the ordinary course of business, shall be a defence, but proof of a refusal to publish an answer to such libel shall be a reply to such defence; secondly, that a speaker at a lawful public meeting, open to reporters, and at which a reporter to the knowledge of the speaker shall be present, who shall utter defamatory matter, which shall be published by any newspaper in a report of the proceedings, and who shall afterwards refuse to publish an apology, shall be liable to an action as if such defamatory matter had been written.

The effect of these two provisions is thus to shift, in some cases, the liability for defamation from the innocent newspaper publisher to its real author.

Besides these provisions, the bill contains several others, which relate chiefly to the procedure in civil or criminal proceedings for libel.

One section (5), which was reasonable enough last time the bill was brought in, seems unnecessary now. It provides that no action or prosecution shall be maintainable for the publication of defamatory matter in any newspaper, if such matter is a fair report of a debate in either House of Parliament. *Wason v. Walter*, 17 W.R. 169, has lately decided this very point; and, indeed, the case goes rather further than the section to which we refer. To introduce this provision now would therefore be worse than useless, as, if it became law, it might give rise to doubts whether it altered in any way the principles laid down in *Wason v. Walter*. The fact, no doubt, is that the introducers of the present bill copied this clause direct from the former bill in entire oblivion of the fact that the decision in *Wason v. Walter* had occurred in the *interim*. The circumstance is illustrative of the slovenly way in which bills are framed, and the small heed which their authors pay to the existing state of the law with which they propose to deal. Some portions of the bill are open to criticism, especially the section relating to costs, and some of the other sections are carelessly worded, but, on the whole, the bill is likely to be beneficial, and perhaps it is not too much to hope that some of its faults may be amended during its passage through Parliament.

MR. DENMAN'S BILL for the Further Amendment of the Law of Evidence has been printed. If it passes into law it will effect these alterations:—(1.) The parties to an action for breach of promise of marriage will be competent and compellable witnesses, whereas they are now incompetent under the 4th section of 14 & 15 Vict. c. 99. (2.) The parties to any proceeding instituted in consequence of adultery and the husbands and wives of such parties will be competent and compellable witnesses, whereas they are now respectively incompetent under 14

& 15 Vict. c. 99, s. 4, and 16 & 17 Vict. c. 83, s. 2. (3.) Instead of the lengthy affirmation prescribed by the Common Law Procedure Act, 1854, for witnesses who object to taking an oath the following promise and declaration will be required: "I solemnly promise and declare that the evidence given by me to the Court shall be the truth, the whole truth, and nothing but the truth." It being of course provided that any person, who, having made this declaration, wilfully and corruptly gives false evidence, shall be indictable for perjury.

The three alterations seem unobjectionable. As to the first, it is at present anomalous that in every other common law action the plaintiff and defendant are competent witnesses, but that in an action for breach of promise of marriage they are not, and of this counsel often make a strong point with the jury, saying, "If I could put my client into the box, then, &c., &c." As to the second, it is an equal anomaly that in the Divorce Court a husband or wife can be called to prove or disprove cruelty or desertion, but not adultery. As to the third, it being, as it has been, conceded that the oath may in some cases be dispensed with, the simplification of the promise substituted for it is unobjectionable, if not made at the expense of the solemnity. In India, by the way, Act ii. of 1855 introduced the rule that persons who from immature age, or defect or want of religious belief, ought not to be admitted to give evidence on oath or solemn affirmation, shall be admitted to give evidence on simple affirmation.

AN INCIDENT OCCURRED in connection with the late trial of the Dublin Election Petition, which is so full of warning and instruction for hasty and self-confident judges (and not a few judges belong to the class) that we cannot let it pass unnoticed.

Mr. Justice Keogh in the course of his judgment allowing the petition against Sir Arthur Guinness, and unseating him on the ground of bribery, used the following words:—

"I venture to say that there was no friend, no matter how dear, who was engaged in that contest, who scorned to be a participant in the waifs and strays of the wealth of Sir Arthur Guinness. The colonel had his car hire provided for him. The captain, who canvassed, had his weekly wages increasing as he went along. However, it was necessary that, even with such experienced hands, instructions should be issued. Members of the Bar appear very frequently in this case. I think I observed, in going through this book, amongst the names of those who took a warm interest in the contest, the names at least of one of those who presided as a judge in the revision of the lists."

Mr. Purcell, Q.C., who had been one of the special revising barristers employed at the late revision for the city of Dublin, and who had also been one of Sir Arthur Guinness' counsel on the trial of the petition, thereupon wrote a letter to Mr. Justice Keogh, in which he referred to what his Lordship had said, and proceeded—

"As one of the class aimed at by this statement I beg to ask you whether the allusion was intended to refer to me, and if so, the grounds on which the imputation is founded; as I am not aware of a single line of evidence, or of any document laid before the Court, which can give the faintest colour to such a statement."

And further—

"No opportunity arose during the progress of the trial of explaining or refuting any grounds which might seem to you to warrant the imputation. Nothing like it was suggested by the counsel for the petitioners, and not a word appeared in any evidence publicly given which called for explanation or comment in reference to this particular matter."

To this letter the judge through his registrar answered, that pending the hearing of the cross petition he could not reply to Mr. Purcell's letter; "but as the matter is likely to be closed on Saturday next, your communication will, in all probability, receive an answer on that day."

On the next Saturday Mr. Purcell's letter was answered, but answered in an unexpected way. Both petitions having been disposed of, and his Lordship having stated what he intended to report to the speaker, he went on to say in open Court :—

" Since I pronounced my judgment I received a letter from a gentleman of the bar, in which he informs me that he had not an opportunity of hearing my judgment, but that having seen it in the public prints he calls my attention to a portion of it. Now, in the first place I will say at once, that to write to a judge as regards the terms of his judgment, or to question the foundation of his judgment, is, I believe, nearly, if not altogether, a contempt of court, and in an ordinary case I am quite sure I should not deal with it in the way I am now doing. I deny the right of any counsel to question out of court the judgment of any judge on the bench, and still more I deny his right to call upon the judge for an explanation of a passing observation. However, this letter is couched in very respectful language, and therefore I notice it here, and not in any other way."

He then proceeded to state his reasons for the former statement, and to discuss the connection, real or supposed, of Mr. Purcell with the recent election, in a speech which fills more than a column of the Dublin papers. And it now appears that, intending to take this course, Mr. Justice Keogh did not think it necessary to inform Mr. Purcell of his intention. He gave, as we understand him, three reasons for condemning Mr. Purcell : first—

" My reason for making the observation was, that I found in this book, which threw such a light upon the whole machinery of this election contest, the names and addresses of persons recommending parties to be employed. I find there the name of a Mr. Purcell recommending a particular person. I assume that that Mr. Purcell is a different person from the gentlemen who are mentioned in various pages of the expenses book, under various dates, ranging from the 9th of October down to the 30th of November—Mr. H. C. Purcell, Mr. R. T. Purcell, and Mr. Herbert Purcell—and under various headings, as receiving payments of money, small sums of money. I attach very little weight to that; but I do attach very great weight to what I am now about to mention."

What his Lordship went on to mention was, secondly, that the Conservative Registration Society had before the election and during the registrations worked with a view to the election, and had during the election taken a very active part in it; some of its clerks or servants having been found guilty of bribery. And Mr. Purcell was a member of this society. Thirdly, a certain Mr. Robinson, who was found guilty of bribery, had been first introduced to the conducting agent of Sir Arthur Guinness by Mr. Purcell. His Lordship, having stated these grounds, went on to discuss, in eloquent terms, the duties of revising barristers, and the importance of their being impartial, referring, by way of authority, to the course taken by Chief Justice Cockburn in the case of Mr. Beales. And he wound up by saying—

" I think I am justified in saying this much, that if in revising, barristers are selected from the lists of societies formed at one side or the other for the purpose of managing the registrations, the claimants seeking to have their names placed upon the register will find it very difficult to think that the revision falls any way short of deserving the description which a great judge, now no more, gave to another proceeding on a former occasion—namely, that the registration would become under such circumstances—a mockery, a delusion, and a snare. This much has been elicited from me by the letter which has been directed to me. I hope I have shown that I was not without warrant when I pronounced the words more as a warning for the future than as a stricture upon the past. I do not regret now that I have had an opportunity of more fully explaining my opinion upon a transaction which I hope we shall never again see the recurrence of."

Now it will be observed that the charge originally implied by the judge was that Mr. Purcell had taken a more prominent part in the election than befitted one who had

shortly before been a revising barrister, and that this charge was placed in offensive proximity to the words "participator in the waifs and strays of the wealth of Sir Arthur Guinness." And the same charge is plainly reiterated on the second occasion. But it must strike everyone that even on his own showing the judge had somewhat slight grounds for his unusually bitter attack.

Mr. Purcell, however, has had his revenge. He has written a letter to the Dublin papers which contains a singularly complete defence of himself and a singularly complete exposure of Mr. Justice Keogh. As to the first of Mr. Justice Keogh's grounds, the name in the book, Mr. Purcell says :—

" What will be said of the justice of the course adopted by Mr. Justice Keogh, when I state that I am *not* the Mr. Purcell whose name is *assumed* to appear in that book, and, further, that there is no book connected with the election in which my name does appear, because although I did take a very warm *interest* in the contest, circumstances put it out of my power to take—and, as a matter of fact, I did not take—any active part in it."

As to his being a member of the Conservative Registration Society, what he says is this :—

" Now, what are the facts? It is true that I am, and have been for years, a member and one of the committee of the Registration Society. That committee consists of 129 members, comprising most of the leading members of the Conservative Bar; but very few, if any, of the committee attend, except, perhaps, once or twice a year to receive the report, or transact some special business; and I believe none of them interfere in the practical working of the Society, which is carried on by the hon. secretaries and paid officers of the Society. I very rarely attended at any time, but from the hour I received an intimation that the Government desired my services as revising barrister, I never, during the entire revision, set my foot within the office of the Society, or held any communication with its officers; although I considered that once the revision was at an end, and I was *functus officio*, there was no reason why I should not have attended if I pleased; yet as a matter of fact, it has happened, from various causes, that I have never, down to the date of my writing this letter, attended a single meeting, or in any way whatever interfered in or been cognizant of what was doing by the Society, and was in total ignorance of all its operations during the election. So much for my connexion with the Society."

As to Robinson his account is this :—

" I had become acquainted with Mr. Robinson by being engaged as counsel in two or three cases in which he was interested. Some time previous to the election, and long subsequently to the termination of the revision, I was proceeding to court one morning, *via* the Castle-steps, when in Ship-street an outside car suddenly pulled up, and Mr. Robinson got off it and came up to me. He then detailed to me what he considered to be the bad treatment he had received from those concerned for Captain White, who had formerly contested the county of Dublin, and stated that, in consequence of that treatment, both he and his brother had made up their minds to vote for Sir A. Guinness and Mr. Plunket, and he added that he thought there were several friends of his whom, if they had votes, he could influence also to vote in the same way, and for that purpose asked me to get him permission to look over the list of voters for his ward.

I told him I had no power to do so, but that I would give him a line to Mr. Goodman, who was engaged in the election, and I accordingly gave him the note deposited to Mr. Goodman, stating that the bearer had been badly treated by the other side, and was anxious to vote and do all he could for the Conservatives.

From that time down to the presentation of the petition, I never, I believe, even saw Mr. Robinson."

Mr. Justice Keogh will probably remember for the future that political partiality is not the only form of injustice of which a judge, whether he sits in a superior court or in a revision court, may be guilty; and that reckless attacks upon individuals made without the slightest previous inquiry into the facts upon which they are based are among the very worst forms.

UNDER THE OLD ELECTION LAW, when a select committee had found that corrupt practices had prevailed extensively in any constituency, the 15 & 16 Vict. c. 57, provided for the trial of the constituency, by empowering the Sovereign, upon a joint address from both Houses, to appoint a commission (barristers of seven years' standing and not M.P.'s) to try the constituency. Under the new law the judge's finding is substituted for that of the select committee, but with that exception the old procedure remains untouched. It may, perhaps, sound rather strangely that after a judge has tried the member, and, in obedience to the late Act, which requires him to report on the constituency, pronounced a verdict against it, its guilt should then be re-examined by a party of barristers. So, however, the law stands. Cases are certainly imaginable in which the judge might scarcely have had before him evidence enough to warrant the execution of a sentence upon the constituency. As, for instance, when the whole of the evidence was not gone into, in consequence of the defence breaking down. In such a case one can imagine the judge finding, as it were, a true bill against the constituency, which it would be advisable to have further tried before punishment should be inflicted. And yet in the one case which has just recently occurred, that of Bridgwater, it is plainly impossible that the strictest inquiry can do otherwise than corroborate the justice of Mr. Justice Blackburn's finding. It may, undoubtedly, detect more of the guilty individuals, but such parties generally secure certificates of indemnity.

On Thursday, in the House of Commons, upon the motion for a new writ in the case of Bewdley, where Mr. Justice Blackburn censured the system upon which watchers had been paid, and reported that treating had been very rife, but did not report "that corrupt practices had prevailed extensively," Mr. Muntz moved that the issue of the writ be suspended for twelve months. But, as Sir R. Palmer pointed out, the old and now disused practice of suspending the writ is both dangerous and to some extent unconstitutional, and it is best that either a commission be appointed or the writ issue in due course. Such a case is not within the Act above-mentioned, but we may assume that a commission can issue independently. Still, however, it will probably be found sufficient to issue commissions only where the judge has reported against the constituency, and as far as previous experience goes, the Attorney-General told the House on Thursday that he had found no cases in which a commission had issued on a report like that in the Bewdley case.

WE PRINT THIS WEEK a petition now in course of signature, from the four Inns of Court, and which has already been signed by some hundreds, to the House of Commons, against the proposal to change the site of the new Law Courts. We have already printed, at the request of a correspondent, a similar petition, in favour of the change. It will, we believe, be found that the Bar, like the solicitors, recognise the convenience and expediency of adhering to the Carey-street site.

VARIATION OF WRITTEN CONTRACTS BY VERBAL EVIDENCE.

NO. III.

3. Verbal evidence is admissible to explain the meaning of words and expressions in a written contract, and also to prove the existence of a usage which annexes incidents to a written contract in matters as to which the writing is silent.

Where a writing is in the language of the country where it has to be construed, when all the words are used in their ordinary sense, and the contract is not made subject to the usage of any trade or locality, this exception can have no operation. It often happens, however, that contracts are written in foreign languages, or technical words and expressions are used which either

are not in general use, and so not intelligible without explanation, or common words are used, but not in their ordinary signification. In any of these cases recourse must be had to verbal evidence to construe the writing. If the writing is in a foreign language, some one acquainted with that language must translate it, in order that it may be made intelligible to the tribunal that has to decide upon its meaning. Precisely the same kind of evidence must be given when technical phrases are employed.

This principle has, however, been pushed a good deal further than was necessary in such cases as those which we have just instanced. Not only may the meaning of a foreign language, or of a technical term be explained, but evidence may be admitted to show that a word in every day use, and about the usual signification of which there is no doubt whatever, is used in a special sense in accordance with a usage or habit of dealing acted upon by the parties. On this principle it has been held that evidence of a usage is admissible to show that in a particular trade the word "thousand" means "twelve hundred," and that, therefore, the word used in a written contract between persons in that trade had that meaning (*Smith v. Wilson*, 3 B. & Ad. 728).

The rule of evidence has been relaxed even further than this, and it has been decided that evidence of usage may be given to annex incidents to a written contract in matters with respect to which the writing is silent (*Hutton v. Warren*, 1 M. & W. 466). Such evidence is not admitted to contradict any of the express terms of the written contract; it may only add to them. Strictly speaking, no doubt the evidence in these cases does really alter the writing, inasmuch as any addition to a contract must be to some extent an alteration of it. We do not propose, however, at present to enlarge upon this exception, as we had occasion not long ago (12 S. J. 514) to examine somewhat in detail the rules which govern the admissibility of usage to affect written contracts. We then examined some of the principal cases upon this question, and pointed out the nature of the usage which is thus allowed to vary writings, and the extent to which such variation is permitted.

4. Verbal evidence is admissible to show the character in which the parties contracted.

If an agent contracts in writing in his own name without disclosing the fact that he has a principal, he is liable upon the contract in the same way as if he were himself the real principal, and verbal evidence cannot be admitted to discharge the agent from such liability. It is, however, always competent for the principal to sue upon a contract (unless it is under seal) that was really made for him, and evidence may be given to show that the agent, although contracting as principal, was not so in reality. In the same way the other party to the contract may always show who is the true principal, and may sue him upon the contract, although his name is not in any way mentioned or referred to in the writing. This evidence is always restricted to cases where it is sought to show that the principal is entitled or liable to sue or be sued upon the contract, and it is never admitted to relieve the agent. This does not apply to deeds. "Neither a parol ratification nor a parol [or written] authority can have the effect of giving power to an agent to execute a deed, so as to bind his principal thereby . . . such a power can be given by an instrument under seal only, and must be executed in the name and as the act and deed of him who gave the power" (*Hunter v. Parker*, 7 M. & W. 343.) It follows from this that verbal evidence is not admissible to show that one who executes a deed as a principal is not the real principal, but that some other person is.

So also when two or more persons have signed a writing as principals, it may be shown that one is the true principal, and that the other is only a surety for him. It is a well known rule that if a creditor gives his principal debtor time by a binding contract, he thereby discharges all sureties. If a principal and surety sign

as principals a written contract to pay the creditor, and the creditor gives the real debtor by a valid contract further time for paying his debt after the debt has become due under the guarantee the surety is thereby discharged, and if the creditor bring an action against him upon the guaranteee, he may show the character in which he, to the knowledge of the plaintiff, became a party thereto, and that being established, his freedom from liability follows as a result of the rules of law respecting the liability of sureties.

The four exceptions which we have enumerated and explained in this and the preceding article comprehend in their principles all the cases in which evidence of verbal prior, or contemporaneous agreements are permitted to affect written instruments *at law*. There remain, however, three further exceptions, which are recognized by the Courts of Equity in addition to those recognized at law, and which depend for their existence on the peculiar nature of the jurisdiction and powers of Courts of Equity.

5. *Verbal evidence is admissible to show that a writing through some mistake does not express correctly the intention of the parties.*

This exception does not mean that the rule of evidence with which we are dealing is not in force in courts of equity. The rule, as we have already said, is the same at law and in equity. The Court of Chancery has, however, jurisdiction to rectify a written instrument in the case of mistake. "In matters of mistake, the Court [of Chancery] undoubtedly has jurisdiction [to rectify a written instrument], and, though this jurisdiction is to be exercised with great caution and care, still it is to be exercised in all cases where a deed [or other writing] as executed is not according to the real agreement between the parties" (*Murray v. Parker*, 19 Beav. 308).

To enable the Court of Chancery to exercise this jurisdiction it must appear that there has been a mutual mistake. It must be shown that the instrument contains something which has been inserted by mistake contrary to the intention of all the parties (*Rooke v. Kensington*, 2 K. & J. 764). This equitable power of the Court of Chancery is never enforced when the mistake is on one side only. Although an instrument does not correctly express the intended agreement of one of the parties, he has no remedy under this branch of the jurisdiction of the Court of Chancery. In these cases the writing, and the writing only, is the evidence of the agreement. Of course, if actual fraud, or that which in legal contemplation amounts to fraud, is shown, the case would fall under the first of our exceptions to the general rule, and the person defrauded would be relieved from all liability on the alleged contract.

The evidence necessary to establish a case of mutual mistake must be clear and satisfactory, as the Court is slow to alter that which the parties have agreed shall be the terms of their contract. Verbal as well as written evidence is admissible for the purpose of proving what was the real agreement.

6. *Evidence of a prior or contemporaneous verbal agreement is admissible as a defence to a suit for specific performance of a written contract.*

This exception is founded upon the equitable maxim, that he who comes into equity must do equity. The jurisdiction of the courts of equity to compel specific performance is auxiliary to the legal rights of the party seeking such relief. The plaintiff in such a suit cannot obtain specific performance unless he has a right of action at law (with perhaps one exception), but when this right is shown to exist, the Court of Chancery gives more complete relief than could be obtained by proceedings at law. It is, however, always discretionary with the Court whether this relief will be given. It is not *ex debito justicia* like a right of action at law. If, therefore, a plaintiff seeks to obtain specific performance of a written contract, which does not in fact represent the real agreement between the parties, the defendant is permitted to show by verbal evidence what was the

actual agreement, and how the writing differs from it, because "it is well established that a person shall not be compelled by this Court [of Chancery] specifically to perform an agreement which he never intended to enter into if he has satisfied the Court that it was not his real agreement" (per Wood, V.C. 2 W. & T. 1 L. C. 219, 2 ed.) In these cases, therefore, there may be a defence to a suit for specific performance, although there is no defence at law to an action for the breach of the contract, in consequence of the admission in equity of verbal evidence, which is rejected by the courts at Westminster.

This exception is limited to cases where the evidence is tendered as a *defence* to a suit. A plaintiff in equity cannot give such evidence, and therefore cannot support a bill for specific performance of a written contract with a prior or contemporaneous verbal alteration. This distinction was very well illustrated in the case of *Townshend v. Stangroom* (6 Ves. 328), in which there were cross bills by a lessor and a lessee for specific performance of an agreement for a lease. The lessor sought specific performance of the written agreement with a verbal contemporaneous alteration. The lessee sought the performance of the written agreement only. The writing did not in fact represent the true agreement between the parties. Both bills were dismissed. That by the lessor because the verbal evidence of the variation was not admissible in favour of a plaintiff, and that of the lessee because such evidence was admissible for the defendant. No case could better illustrate the meaning and the limits of this exception.

If there has been a part performance of the verbal variation of the writing, specific performance may then be granted, as the case then falls within the principle of *Lester v. Foxcroft* (1 W. & T. 1 L. C. 2 ed. 625).

(To be continued.)

RECENT DECISIONS.

EQUITY.

INTRODUCTION OF NEW TERM INTO CONTRACT.

Pentelow's case, L. J., 17 W. R. 267.

An offer made and accepted is all that is needed to constitute a completed contract, provided the requirements of the statute of frauds be complied with; but the acceptance must be immediate, unconditional, and unqualified, as the introduction of any new term into the contract by the recipient of the offer, retains it in *juri*, as is the barbarous phrase, and gives both parties the option of receding. But it is not competent for the party who makes the offer to add other terms, and break off the treaty on their not being accepted (*Chinnock v. Marchioness of Ely*, 13 W. R. 177), he is bound from the time his offer is received, provided it be adopted. If the adoption be qualified, then the matter is relegated to a state of treaty or negotiation. The application of this principle to cases of contract for the sale and purchase of real estate is considered by Lord St. Leonards (Vendors and Purchasers, p. 132); and the decision of the Lords Justices in *Pentelow's case*, with the result of the applicant's name being removed from the register, depends entirely on this principle, which is indeed of universal application. Mr. Pentelow had applied for shares in the usual form and paid the deposit. This was the offer. The secretary wrote to him saying that the directors thereby allotted him ten shares. This was the acceptance. And had the matter stood there Mr. Pentelow would have made as binding a contract as a man can make to take the shares. But the writer went on to add "on your paying, on or before the 11th of August, the sum of £20," thus introducing the new term, which, in the opinion of the Court, kept the contract in *juri* until the £20 was paid, or the 11th August came, and gave the applicant meanwhile the option of being off his bargain. The £20 was not paid, and before the day came the applicant renounced the shares on other grounds which are immaterial.

terial, as the name was taken off the list solely on the ground that the shares were repudiated before the contract was concluded ; and had the applicant been aware of the legal effect of the new term being introduced, a simple rejection of the shares on the ground of no completed contract might have sufficed. In *Duke v. Andrews*, 2 Ex. 290, the offer was to pay for and accept the shares in a projected atmospheric railway company, and execute the parliamentary contract. The letter of allotment was headed "not transferable," and these words were held to be introductory of a new term so as to qualify the acceptance and prevent the two letters together from amounting to a binding contract on the applicant's part to take the shares. This case proceeds on an intelligible principle enough, because shares which are not transferable are not at all the same things as shares which are ; and the applicant might fairly be supposed to have wanted the shares to sell again. But it may be asked whether, as a general principle, the introduction of a new term does not suspend the conclusion of the contract, apart from the question of advantage or disadvantage to either party. In *The Oriental Steam Navigation Company v. Briggs*, 10 W. R. 125, Lord Chancellor Westbury allowed a demurser to a bill for the specific performance of an agreement to take shares, grounded on an application for shares followed by a letter of allotment, on the ground that an additional term was introduced by the letter of allotment stating that the memorandum and articles of association must be signed, and in default thereof the shares would be forfeited to the company. The decision was based on the principle already stated, that to establish a contract as constituted by a proposal on one side and an acceptance on the other, it must be shown that the acceptance was prompt, immediately given, simple, and unconditional, without involving the question of advantage to either party introduced by the new term.

LEASES AND SALES OF SETTLED ESTATES ACT—CONCURRENCE OF PARTIES INTERESTED.

Bevile v. Carter, M.R., 17 W. R. 130, s. c. L. J. *ib.* 300. The only question in this case to which we refer is one upon which the Master of the Rolls and the Lords Justices differed *toto celo*; we mean the question whether the consent of the heir of a living person was required to an application under the Leases and Sales of Settled Estates Act, in order to make a good title to the purchaser under a sale by the Court. The property in the present instance was settled upon a married woman for life, with remainder in default of appointment to the person or persons whom she should leave her heir or co-heirs at law. Was the concurrence of such person or persons necessary in order to make a good title on a sale under the Act, or not? If it was, as the Master of the Rolls decided, a good title could not be made, inasmuch as such person or persons cannot be ascertained until the death of the tenant for life, and cannot be served with the petition: if it was not, as the Lord Justices held, a good title could be made on the concurrence of the other persons who were proper to be served. It is true that in this case there was a violent probability that one or other of the infant children of the tenant for life, all of whom appeared by their guardian and consented, would prove to be her heir-at-law at the time of her death: but this, as both Courts were agreed, had nothing to do with the question. *Nemo est hæres viventis*; you cannot predicate of anybody that he will be the heir of a given person now living at the time of his death. It cannot even be predicated of the heir, that he is in existence; and consequently, as Lord Justice Giffard observed, the heir is not a person in existence having a beneficial estate under the settlement, who is a proper party to concur under section 17 of the Act. The concurrence in another capacity, which seems to be the reason why the children appeared, of a person who ultimately proves to be the heir-at-law, would not bind him in the latter character, as the Master of the

Rolls pointed out, on the well-known ground that notice to a person, in order to be effectual, must be given to him in the capacity in which he is intended to be affected with the notice, and not in any other capacity.

The result of the case is satisfactory, as must be every decision which tends to develop the statutory powers of the Court under this and other Acts which have recently been passed with a similar object, and which now leave little to be desired, except that applications under them were attended with less expense.

ON THE OBLIGATION OF THE SUBSCRIBERS OF THE MEMORANDUM OF ASSOCIATION TO TAKE THE NUMBER OF SHARES SET DOWN OPPOSITE THEIR NAMES.

Beville's case, M.R., 17 W. R. 90.

The two leading decisions on this point are *Evans' case*, 15 W. R. 476, and *Migotti's case*, *ib.* 731. In the former Lord Romilly held, and his decision was affirmed by the Lords Justices (15 W. R. 543), that the subscriber of the memorandum is bound to take at least the number of shares set down opposite his name ; and that this obligation cannot be dispensed with by the directors. In *Migotti's case* the same learned judge held that this obligation cannot be satisfied by the allotment to the subscriber, at any subsequent period, of fully paid shares, i.e., shares called fully paid, but for which money or money's worth has not been given by the subscriber to the company. By taking the shares, a phrase which occurs in the 23rd section of the Act, is meant taking and paying for the shares. The payment need not be in sterling money, but may be in any equivalent of it; for *Pellatt's case*, 15 W. R. 726, and other cases of that class, show that shares may be paid for in goods supplied or work done as well as in cash ; but apart from these cases, which involve a special arrangement between the promoters and the subscriber, or between the company and the subscriber, the mere act of signing the memorandum completes a contract to pay in hard cash for the number of shares set opposite the subscriber's name. There is no evading this liability—and properly so ; for the subscriber is presumed to write down his name and address, and contract to take so many shares as a guarantee of good faith, and as earnest that so much sterling money, at all events, will be forthcoming in due time, subject to the provisions as to calls, for the purposes of the company ; other persons apply for shares on the faith of the names they see subscribed to the memorandum of association ; and it would be unjust indeed if a person who has subscribed for so many shares should be allowed to satisfy the contract by the acceptance of any number of shares on which nothing remains to be paid.

The question will sometimes arise, where a person has subscribed for shares generally and has had partly or fully paid-up shares allotted to him, how far his obligation as a subscriber is satisfied by the subsequent allotment. An unreported case (*In the matter of the China Steamship and Labuan Coal Company*, M.R., Jan. 17, 1869) was an application by Mr. Drummond to have his name removed from the list so far as regards twenty-five shares for which he had subscribed. He had been allotted 478 paid-up shares, which represented his proportion of the assets of a former company, which this company was formed to take over, and insisted that his obligation under the articles was satisfied by the allotment of paid-up shares; but his Lordship, as the reader will expect, held that the obligation could not be so satisfied, and retained his name. We observe that the name was removed on appeal by the Lords Justices, on the ground that the company had not and never had twenty-five shares to allot him, their whole capital consisting of the paid up and partly paid up shares which represented the shareholders' interest in the assets of the former company. But this was a ground which left intact, and in fact had nothing to do with, the principle of which we think this case is an illustration.

We now come to *Berille's case*, which introduces the distinction between shares which are called paid-up without necessarily being so, and shares which are defined as paid-up by the articles of association, as is often the case where a company is formed to take over a business, and the vendor receives part of the price in paid-up shares. *Berille's case* recognises the authority of *Evans' case* and *Migotti's case* in the fullest manner; but recognises it in this form, namely, that where a person subscribes for so many ordinary shares and so many paid-up shares, his obligation will be held to have been satisfied, when the list of contributors comes to be settled, by the allotment of as many ordinary shares as he subscribed for; and the Court will not inquire whether any consideration has been given for the shares called paid-up, when paid up shares appear to have been created by virtue of a power reserved in the articles of association.

COMMON LAW.

IMPLIED WARRANTY OF TITLE ON SALE OF SPECIFIC CHATTELS.

Mody v. Gregson, Ex. Ch., 17 W. R. 176.

This case decides that on the sale of specific goods "neither the inspection of bulk nor use of sample absolutely exclude an inquiry whether the thing supplied was otherwise in accordance with the contract." The judgment contains an exhaustive examination of the principles of law which govern this question, and this case, with *Jones v. Just* (16 W. R. 643), now comprises a complete review of this subject. *Jones v. Just* decided that "in every contract to supply goods of a specified description which the buyer has no opportunity to inspect the goods must not only in fact answer the specific description, but must also be saleable or merchantable under that description, for without any particular warranty this is an implied term in every such contract."

This was the first case which clearly decided that the maxim *caveat emptor* does not apply on the sale of specific goods where the buyer has had no opportunity of inspecting the goods.

Mody v. Gregson has followed out this principle a little further, and has decided that even if the goods be inspected or a sample shown, it is nevertheless an implied term of the contract that the goods shall reasonably answer the specified description in its commercial sense. The decisions which fall under the principle of these two cases form important exceptions to the rule, that on the sale of specific goods there is no warranty of quality.

In *Mody v. Gregson* a number of pieces of grey shirtings were sold by sample, each piece to weight seven pounds. The goods corresponded with the sample, but there was about fifteen per cent of china clay in both goods and sample, which was put in to make up the requisite weight. The presence of this china clay could not have been detected in the sample by ordinary care. Each piece of shirtings, therefore, contained only eighty-five per cent of merchantable goods, the remaining fifteen per cent being made up by the china clay. The question was, whether the fact that the sale was by sample negatived any implied warranty that the goods were merchantable. The Court held that the existence of the implied warranty was not negatived by the use of the sample in this case, as the purchaser could not have ascertained, by any ordinary diligence, the defect in the sample. This decision is based upon the principle that "the intention and object of the parties in using a sample, and the object and use of either inspection of bulk or sample, alike are to give information disclosing directly through the senses what any amount of circumlocution might fail to express." If there is any defect in the goods which cannot be ascertained by the inspection of sample or bulk, then the inspection, so far as that defect is concerned, has no effect, and the rights of the parties remain on this point in the same position as if there had been no inspection. The judgment explains

that such questions as these must always depend upon the real meaning of the contract between the parties, and that there may be cases where a purchaser is only entitled to get exactly the thing represented by the sample, as, if a vendor were to sell a mineral by the description of "stuff of which this is a sample," he would only be bound to deliver the stuff the same as the sample, although it should in fact be unmerchantable and worthless. The judgment concludes by saying that the effect of this case will not be to encourage carelessness on the part of purchasers, as "A purchaser who buys by sample will still have to use due diligence to avail himself of all ordinary and usual means to ascertain the properties of that sample, and he will be equally bound by what he actually recognises in the sample and by what he might, by due diligence, have ascertained."

EMBEZZLEMENT BY ONE OF SEVERAL JOINT OWNERS.

Reg. v. Diprose, C.C.R., 17 W. R. 180.

31 & 32 Vict. c. 116, which is generally known as Russell Gurney's Act, provides, by section 1, that if one of several joint owners of money or goods shall steal or embezzle any such money or goods, such person shall be criminally liable for such theft or embezzlement as if he had not been one of the joint owners of the goods or money.

Before this Act one of several joint owners or owners in common of a chattel or money could not be technically guilty of stealing the chattel or embezzling the money, although he might take it *animo furandi*, and all the circumstances might exist (except as to ownership) which usually constitute larceny or embezzlement.

Reg. v. Diprose is an instance of the class of cases which will now fall within Russell Gurney's Act. The prisoner was a member and secretary of a friendly society, and embezzled some of the society's money before the Act came into operation. The first count of the indictment charged him with embezzling the money as the servant of the treasurer of the society. The second count sought to make him liable as servant to the society. It was clear as a matter of fact that the prisoner was not the servant of the treasurer, but was the servant of the society. The first count failed, therefore, on the question of fact, and the second failed because the prisoner, being a member of the society, was part owner of money embezzled by him, and therefore could not be found guilty of the offence for which he was indicted.

Had the case of *Reg. v. Diprose* arisen a little later it would have fallen within Russell Gurney's Act, and he could not successfully have raised the point of law on which the conviction was quashed.

REVIEWS.

A Treatise on the Law of Compensation for Interests in Land, etc., payable by Railway and other Public Companies. With an Appendix of Forms and Statutes. By THOMAS DUNBAR INGRAM, of Lincoln's-inn, now Professor of Jurisprudence in the Presidency College, Calcutta. Second Edition. By J. J. ELMES, of the Inner Temple, Barrister. London: Butterworths. 1869.

There is now no lack of text-books on this subject, and, considering how few new railways are now being projected in comparison with those authorised a few years back, it is impossible to say that the demand is not now well supplied. Since 1864, when the first edition of this work appeared, there have been published a new edition of Hodges on Railways and Mr. Eyre Lloyd's Treatise on Compensation, and there is also just published a new work on Railways, by Messrs. Godefroi and Short, which we shall shortly review, and which includes in its scope the subject of compensation. Besides these there are one or two other treatises on the subject of compensation, none of which, however, so far as we are aware, have been re-edited within the last few years, and, therefore, considering the number and importance of the recent decisions, may be considered out of date. The work under review will principally come into competition with that of Mr.

Eyre Lloyd, its scope, size, and price being nearly about the same. It has one advantage over that work, that it gives at length the Lands and Railways Clauses Acts in the appendix, which we cannot help thinking is far more useful than incorporating the words of the different sections in the text. The present edition has also, of course, some advantage in being published a year and a half or so later than that of Mr. Lloyd; but this advantage has not, we think, been made the most of. Indeed, the manner in which the most recent cases are dealt with rather induces us to suppose that the present edition has been some time in preparation.

The most conspicuous default is the omission to notice the case of *Owen v. The London and North Western Railway Company*, 16 W. R. 125, L. R. 3 Q. B. 54, decided as long ago as November, 1867, and reported in the *Weekly Reporter* December 7th, 1867, and in the *Law Reports* early in the following year. It was the more important to notice this case as Mr. Ingram in the first edition had committed himself rather strongly to what must now be taken to be a wrong view of a then doubtful point. He said: "It is stated in all the books, and was actually decided in several cases, that the Court has no power to review the master's taxation" (*i.e.*, of costs under the Lands Clauses Act). "But in a very recent case" (referring in note to *Metropolitan Railway Company v. Turnham*, 3 N. R.) "the majority of the judges of the Common Pleas were of opinion, that the Court could review the master's decision." This passage remains, except that the word "very" is erased, leaving however of course the reader under the impression that *Turnham's case* is the most recent, though perhaps not very recent, case. There is also a reference added to one case really more recent—"see *In re Sheffield Waterworks Act*, 1864, L. R. 1 Ex. 54," without however any intimation that the decision in that case (on a different Act, but a similar one) was to the contrary of the proposition in the text. *Owen's case* has now definitely decided, after a review of all the cases, that the taxation cannot be reviewed, and therefore the whole passage required extensive alteration. Of course it is still possible that the Common Pleas might, in accordance with the case in their own court, adopt a different construction of the statute to that of the Queen's Bench and Exchequer; but on referring to *Turnham's case* it will be seen that this is very unlikely. The question of the power of the Court to review the taxation was not directly before the Court, and although some of the judges expressed an opinion that that power existed, those opinions can only be considered as *dicta* of the individual judges. The point is one of very considerable importance, as the costs of compensation inquiries are very large in counsel's and surveyor's fees, as well as in other respects, and important questions of law as to what is a "previous offer" are frequently involved in the question of the right to costs. The passage above referred to also suggests other respects in which the editor would have done well to make more alterations than he has in the text to references of the first edition. The words "recent case," where occurring in the first edition, should always be struck out in the second, but they have not been. Again, Mr. Ingram appears to have quoted all the cases decided shortly before his edition from the New Reports. Now that that series is defunct, this course is even more inconvenient than it was before, yet the old references all remain, and only in a very few instances has a further reference to one other series, usually the *Law Journal*, been added. One case, appearing as *Heywood v. The Metropolitan Railway* in 3 N. R. 417, was quoted in four different places by Mr. Ingram. The same case is reported in all the then current series of reports under the name of *Hayward*. In one place of the four, but in one only, the editor has added another reference; and where he has occasion to quote it himself he refers to it as *Hayward*, with the reference to the *Law Journal*. As the editor shows by his altering the reference once that he has had his attention called to the case, and the difficulty of finding it in the index of any other reports, we cannot but regard the state of the references to this case as the sign of a carelessness of the convenience of readers in small matters, likely to detract greatly from the usefulness of a work which professes to collect and give references to all the cases on a particular subject. Nor can we command the manner in which the new matter arising out of the well-known cases of *Rickett* and *Brand* is introduced into the text. Very lengthy quotations from the judgments are given, and considerable difficulty will be felt

in most cases by the reader in ascertaining whose opinion he is reading. The judgment of Erle, C.J., in *Rickett's case* (which, by the bye, although affirmed in the House of Lords, in judgments which are not quoted, was not, we think, sustained on all points) is quoted at such length as to occupy twelve pages of the text. There is only one reference to show where the quotation comes from, and on seven out of the twelve pages there is no mark of inverted commas or otherwise to show that the author is quoting at all. There remains also much of the original text, which the decision of those cases affects, and which should have been re-written. On the whole, therefore, we cannot help thinking that there are faults in editing this edition which, though perhaps not of great importance if it were the only work on the subject, must as the case is seriously injure it in competing with the numerous others which there are.

The Laws of Post-nuptial Settlements. By JOHN CUTLER, Esq., of Lincoln's-inn, Barrister-at-Law, Professor of English Law and Jurisprudence at King's College, London: Butterworths.

In these remarks, which have been reprinted from the *Law Magazine and Law Review*, Mr. Cutler has examined with some minuteness the law as it stands at present with regard to post-nuptial settlements, confining the term, after some preliminary observations, to settlements made by a husband on his wife and children after marriage, but not in pursuance of a binding ante-nuptial contract, whether the settlement be founded upon valuable consideration or be purely voluntary. A digression into the recent case of *Townend v. Toker*, 14 W. R. 380, 806, where the settlement was not a post-nuptial settlement at all, is made with a view to illustrate the mode in which a consideration may be raised in these cases, and as indicating the principle that where a settlement appears to be a voluntary one extrinsic evidence is admissible to show that there was a valuable consideration where it does not appear on the face of the deed. Mr. Cutler then considers the operation of the statutes of Elizabeth, particularly 13 Eliz. c. 5, the creditors' statute, upon post-nuptial settlements, as construed by the cases, and draws the following conclusions:—(1) That it is not necessary that the settler should be actually indebted at the time he makes a voluntary post-nuptial settlement in order to render it fraudulent under the statute; (2) that the fact that all prior creditors are paid does not render the settlement unimpeachable by subsequent creditors; (3) that a settler may fairly intend to give away his property, but the transaction may be fraudulent in contemplation of future debts; and, after some remarks on the Scotch law on the subject, which appears in this respect to be more stringent than our own, he concludes by suggesting the course upon which future legislation ought to proceed should the Legislature think fit to take in hand the amendment of the statutes of Elizabeth. He would leave the law in its present state as to creditors at the time; but thinks that subsequent creditors should be allowed to impeach voluntary post-nuptial settlements in so far as they are unreasonable, throwing the burden of proof that the provision is a reasonable one upon those who claim under the settlement. As to the justice of this proposal we entertain no doubt, but we fear the question what is a reasonable provision in every case would lead to as much litigation as the old rule as to illusory appointments, or the "contrary intention" clause in Locke King's Act. The pamphlet concludes with a recommendation to creditors, in which we heartily concur, to be more vigilant than they are in the matter of post-nuptial settlements, and bear in mind that such settlements, when voluntary, are always impeachable by creditors at the time, and often by subsequent creditors, whose claims are "delayed, hindered, or defrauded" thereby.

Remarks upon the Ritualistic Memorial of 12th January, 1869.

By the Rev. C. H. DAVIS, M.A. Stroud: Sillery.

This is a laborious hostile annotation on the memorial in question. In style it is somewhat of a decently subdued imitation of those polemical articles in country newspapers, in which exceeding bitter controversies are carried on about the poor-rate or the parish pump. We have little sympathy ourselves with Ritualism, or any other exaltation of the shell at the expense of the kernel; but the pamphlet before us is, in our opinion, calculated simply to embitter without convincing. The author appears to be a

very sincere man, and to have delved very laboriously and painfully in all the dusty repertoires of church lore, but the present result of his labours is rather to be regretted than otherwise.

COURTS.

COURT OF CHANCERY.

STATEMENT OF THE NUMBER OF CAUSES, PETITIONS, &c., disposed of in Court in the week ending Thursday, March 4, 1869.

L. C.		L. J.		M. R.		V. C. S.		V. C. M.		V. C. J.	
A.P.	A.P.M.	A.P.	A.P.M.	C.	P.	C.	P.	C.	P.	C.	P.
3	2	0	4	32	12	11	17	17	21	24	11

LORDS JUSTICES.

Feb. 26.—*Ex parte Marshall—Re Blackburn.*

This was an appeal from an order of the Commissioner of Bankruptcy at Leeds that Mr. Blackburn, who formerly practised as a solicitor at Leeds, but who became a bankrupt last year, should pass his last examination and have his order of discharge. The assignee appealed on the ground that the accounts furnished by the bankrupt were insufficient.

Little, Q.C., and Reed appeared for the appellant; *Finlay Knight*, for the bankrupt, supported the decision of the Commissioner.

Their Lordships said the accounts furnished by the bankrupt were eminently unsatisfactory and contradictory. The Commissioner's order must be discharged, and the matter must go back to him to require such further accounts to be produced as he might think necessary.

COUNTY COURTS.

LAMBETH.

(Before J. PITT TAYLOR, Esq., Judge.)

March 2.—*Moore & Moore v. Sullivan.*

Definite—The pianoforte hire and purchase system.

The plaintiffs, pianoforte makers, had lent an instrument, value about £40, to a War-office clerk, on the hire and purchase system. When about half the money was paid the clerk absconded, and his wife went to live with her mother, the defendant, taking with her the piano. The plaintiffs discovered the instrument at the defendant's house, and after duly demanding it, brought this action.

Mr. Hicklin, for the defendant, admitted the identity of the instrument, but denied that it was in defendant's possession, and therefore an action in *definite* could not be maintained against her. The wife had merely gone to lodge with her mother, and taken the piano with her.

The plaintiffs' agent said it was in defendant's house, and therefore in her possession; if it was not, he was in a fix. The husband had vanished, and could not be sued; his wife could not be sued because she was a married woman, and if this action could not be maintained the plaintiffs would lose their piano.

Mr. PITT TAYLOR said he was afraid the witness had rightly described the situation by calling it a "fix." A man might have many things in his house without having them in his possession, and this was a case of the kind. There was no evidence of possession on the part of the defendant, and the judgment must be for her, but without costs.

APPOINTMENTS.

MR. JOHN ARCHIBALD RUSSELL, Q.C., of the Northern Circuit, has been appointed Judge of the Manchester County Court (Circuit No. 8), rendered vacant by the death of Mr. E. Ovens. Mr. Russell is the third son of the late James Russell, Esq., of Rutherglen, Lanarkshire, and was born in November, 1816. He was educated at the University of Glasgow, where he graduated B.A. in 1835, and LL.B. in 1851. He was called to the Bar at Gray's-inn, in November, 1841. He has been Solicitor-General for the County Palatine of Durham since 1862, and was ap-

pointed Recorder of Bolton in May, 1865. He became a Queen's Counsel in 1868. Mr. Russell has written treatises "On the Law of Contracts" and "On the Law of Factors and Brokers." He married, in September, 1846, Martha, second daughter of the late Thomas Holme Bower, of Hall, Cheshire, by whom he has a family of six sons and six daughters.

MR. WILLIAM DOWNING BRUCE, barrister-at-law and Recorder of Wallingford, has been appointed to the office of Puisne Judge in the island of Jamaica, in the West Indies. Mr. Downing Bruce was born in August, 1824, and was called to the Bar at Lincoln's-inn, in April, 1853. He was formerly an officer in the Highland Borderers Light Infantry, and in 1856 acted as consul for the republic of Monte Video in Scotland. He has also been a Commissioner of Supply, and a justice of the peace for Clackmannanshire. In 1863 he was appointed Recorder of Wallingford. Mr. Downing Bruce is not related to the late Lord Justice Knight Bruce.

MR. JOHN LODWICK WARDEN, barrister-at-law, has been appointed Judge of the Small Cause Court at Ahmednugur, in the Bombay Presidency, and assumed charge of his duties on the 27th January last. Mr. Warden was originally a member of the Bombay Civil Service, and was called to the Bar at Lincoln's-inn, in June, 1865.

ROBERT HODGSON, Esq., Chief Justice of Prince Edward Island, in British North America, has been created a Knight of the United Kingdom of Great Britain and Ireland. Sir Robert Hodgson was admitted to the Bar in Nova Scotia in 1819, and in the same year became a member of the Bar of Prince Edward Island. In 1828 he was appointed Surrogate and Judge of Probate of the latter colony, and in the same year became Attorney-General and Advocate-General. In 1829 he was nominated a member of the Executive and Legislative Councils, and became President of the latter body in 1840. In 1841 he was appointed acting Chief Justice, which office he filled for a short period. He resigned the office of Attorney-General, &c., on the introduction of a responsible government, in 1851, and in the following year was appointed Chief Justice, in which dignity he was confirmed in 1853, when he was also nominated Judge of the Court of Vice-Admiralty. In 1865, during the absence of Lieutenant-Governor Dundas, Chief Justice Hodgson administered the Government of Prince Edward Island.

MR. ADOLPHUS EDGAR CHURCH, solicitor, has been elected Coroner for the borough of Colchester, in the place of his father, Mr. J. H. Church, who has retired owing to ill-health.

MR. ALFRED BARRAND BURTON, solicitor, of Lincoln, has been appointed Acting Under-Sheriff for that city during the ensuing year. Mr. Burton was certified in Easter Term, 1862, and is a member of the Lincoln firm of Burton & Sons; he has in several former years acted as under-sheriff.

MR. ROBERT UPPERTON, solicitor, of Brighton, has been appointed by Colonel Carr-Lloyd, the new High Sheriff of Sussex, to be his Under-Sheriff.

MR. CHARLES WILKIN, of No. 10, Tokenhouse-yard, London, has been appointed, by the Chief Justice of the High Court of Judicature of Fort William, in Bengal, to be a Commissioner to administer oaths for the said Court in England.

MR. JOHN MILLER, Solicitor, Bristol, has been appointed a commissioner of the Supreme Court of New South Wales (Sydney), for taking affidavits on both the law and equity sides of the court, and also for taking acknowledgments by married women and others in matters relating to the said colony.

The High Court of Calcutta have appointed the following gentlemen to be Commissioners in England to take the acknowledgments, under Act XXXI. of 1854, or under any other law now in force, or which may hereafter be in force, in India, of married women in respect of property in India:—Mr. Joseph Spencer Judge, 44, Parliament-street; Mr. John Nesbitt Malleon, 11, Austinfriars; Mr. Alfred Atkinson Pollock, 63, Lincoln's-inn-fields; Mr. Edward Frederick Burton, of the firm of Chilton, Burton, Yeates, & Hart, of 25, Chancery-lane; and Mr. Charles Wilkin, 10, Tokenhouse-yard. Mr. Pollock is likewise a Commissioner for examining witnesses in England for the High Court of Bombay,

and Mr. Wilkin acts in a similar capacity for the Courts of Bombay and Madras.

MR. THOMAS JAMES HOOPER, solicitor, of Biggleswade, Bedfordshire, has been appointed by Henry Francis Cockayne Cust, Esq., of Cockayne Hatley, High Sheriff of Bedfordshire, to be his Under-Sheriff. Mr. Hooper took out his certificate in Trinity Term, 1855, and is also Registrar of the County Court of Biggleswade.

GENERAL CORRESPONDENCE.

AUDIT OF CORPORATION ACCOUNTS.

Sir,—Can you inform me whether a person filling the office of high constable for a petty sessional division is exempt from serving as an auditor to audit the accounts of a municipal corporation? H. B. WOODMAN.

Morpeth, March 2, 1869.

BANKRUPTCY.

Sir,—In your number of last week there is a very able letter on the proposed alterations in the bankruptcy law. I would suggest, not the annihilation of imprisonment for debt and bankruptcy, but a modification of them both, and such a modification of them as would render each far less common.

With regard to the first subject, let a *ca. sa.* not be obtainable quite as of course, but let there be a summons returnable either at judge's chambers or before a county court judge, and, unless the debtor file his petition in bankruptcy before the hearing, or show good cause to the contrary, let him be committed for a limited time, but without such committal operating as a discharge of the debt.

Next, with regard to bankruptcy, let adjudication be made either on a debtor's own petition or on that of a creditor. If a bankrupt make a fair disclosure of his property and no misconduct be proved, let him obtain a final order of protection from arrest, but let any after-acquired earnings or property, for a limited period (say four years) be liable to execution or other process at the suit of individual creditors, in case of the assignee not interfering within a certain time after notice. At the same time, suffer his household furniture and money (whether in the house or at a savings' bank), to a limited extent, to be protected from seizure for any debt due at the time of the final order of protection. When the commissioner is of opinion that the bankrupt is thoroughly honest—the case will be rare—let a further exemption within certain limits be at his discretion.

It appears to me the main objects to be kept in view in the case of inability to keep engagements would thus be attained. To an honest man there could be no risk of arrest. Even if he could not arrange privately with his creditors, he would simply have to abstain for a few years from business on his own account. With a dishonest man such a bankruptcy law would obtain little favour (because he could not carry on business as before his failure), while—at the same time—if one creditor were stepping in to take everything, the other creditors could compel him to become bankrupt, and so obtain a fair division of his then property, with a possibility of obtaining more afterwards.

The present law on the subject of debt is unintentionally lenient to the trader, but harsh to the poor. A labouring man is liable to repeated imprisonments and executions in the county court, while a person who can pay his solicitor's costs can, without difficulty, obtain a complete discharge in bankruptcy. A poor man cannot raise sufficient money. Perhaps his wife has brought him a few pounds in debt and he is harassed for years—if the debt is for ordinary shop goods I will not say unfairly. A short time after he hears that the little shopkeeper who has been pressing him is himself in difficulties. He is told that he has filed a petition in bankruptcy in the county court. Some friends of the shopkeeper buy for him his stock and furniture, and the business goes on as before. The shopkeeper has obtained this happy freedom from perhaps £200 or £300 of debts, simply by the prudent investment of £10 or £15 with a solicitor. The labourer cannot raise so much. True, the law would be the same for him if he could, but the raising that sum is out of the question. Such a system must cause dissatisfaction, and practically speaking, place the lower classes at a great disadvantage. No doubt the poor (and not the poor alone) would do much better both for themselves and those with whom

they deal, if they were more in the habit of paying ready money. This, however, is another question, and one which involves morals rather than law.

March 2, 1869.

JAMES R. PEARLESS.

PROFESSIONAL REMUNERATION.

Sir.—I am glad to see, from the several letters recently published, that this subject, alike important to the profession and the public, is now likely to be ventilated. I have felt for many years, in common with all to whom I have mentioned the matter, that we really do stand in the position pointed out by your correspondent "H. G. L." and have waited in vain for some one more able and influential than myself to suggest a remedy. An experience of thirty years has convinced me that every reform or alteration in solicitors' charges and legal fees has not had the desired effect. The desideratum, in my opinion, is this,—not now mooted for the first time, I believe, but from some unexplained reason suffered to drop: that a solicitor should be allowed to charge, in addition to payments made for his clients, a percentage upon the amount recovered, or upon the value of the property in question, nor is this altogether null, as the sliding scale of charges for "common form" business in the Court of Probate will testify. An end would thus be put once and for ever to "the little fiddling items" which, as "H. G. L." truly says, disgust the client, and to the great loss of time in "entering attendances" and "making out" bills of costs. The larger matters, as they should, would then compensate for the otherwise unremunerative smaller business, and this change I feel assured would give satisfaction to the public. No doubt most if not all of your numerous readers will have experienced, like myself, over and over again, the well founded complaint of clients in similar terms to the following:—"There is a little property for sale which I should like to buy, but I cannot judge whether I should be justified in doing so, unless you could tell me for certain what your charges would be for getting it conveyed to me; it seems very strange that if I require the services of an auctioneer, an architect, or surveyor, they can tell me to a penny what their charges will be, but a solicitor never can." And again, "I want £80 from a debtor, but I believe the fellow means to put me to as much trouble and expense as he possibly can, and will after all go to the Bankruptcy Court. Can you tell me what your charges will amount to, to enable me to decide whether I shall test it?" Now, sir, is there any earthly reason why the solicitor should be compelled to reply, "I really cannot tell you what my charges will come to, for there is sometimes more trouble, expense, and difficulty, over a property of small value than one of extensive amount, and the law unfortunately makes no distinction in our charges;" or to the second question put: there is no telling what trouble and expense he may put you to, the only certainty about it is that any legalized charges would be no more nor less if he owed you £21 than £2000, or in fact any larger amount."

That an unsuccessful party in a suit or action should not be bound to pay *all* the costs which the solicitor or attorney for the successful party can charge his client, the utter absurdity that it should cost a plaintiff as much or more to recover a debt of £21 as an *unlimited* amount, and that a defendant should be liable to pay no more in resisting the claim in the one case or the other, are matters calling loudly for reform, must, I venture to think, be beyond the possibility of denial even by our worst enemies.

10, Bedford-row, March 3. GEO. BESWICK.

Sir,—I do not agree with your correspondent "H. G. L." as to professional remuneration. I think any modification or adjustment of charges in the manner suggested could not fail to be unsatisfactory both to clients and lawyers.

I have had some experience in the profession, and although I have occasionally come across a grumbler, I have on the other hand almost invariably found the client grateful for the assistance received, and ever ready cheerfully to pay the charges delivered to him in detail, the very fact of specifying the work done in letters and attendances never failing to convince him that he has had value for his money.

My clients have not been of that class where it has been necessary "to wring the charges out of them shilling by shilling" in the manner so pathetically described by "H. G. L." He would do well to get rid of such a class of business, as that process must be alike painful to lawyer and client.

T. S.

PARLIAMENT AND LEGISLATION.**HOUSE OF LORDS.**

Feb. 27.—*Suppression of Crime.*—A bill by Lord Kimberley was read a first time.

March 2.—The *Common Law Courts (Ireland) Bill*, to assimilate the Irish to the English procedure, was read a second time.

March 4.—*Parliamentary Proceedings.*—This bill was read a second time. The Earl of Salisbury explained that the object of the bill was to enable measures, left inchoate at the end of a session, to be resumed when the next session arrived, on the consent of the Crown being first obtained.

Earl Granville suggested a joint committee of both Houses.

HOUSE OF COMMONS.

Feb. 27.—*Special and Common Juries.*—In answer to Viscount Enfield,

The Attorney-General said it was the intention of the Government to introduce a bill, which he hoped shortly to lay before the House, embodying several of the recommendations of the Select Committee of last session.

Tenure of Land in Ireland.—In reply to Mr. Downing, Mr. C. Fortescue said that want of time, and that alone, prevented the Government from dealing with the subject this session.

The Patent Laws.—In reply to Mr. Howard,

The Attorney-General said he could not hold out any expectation that the Government would be able to deal with the question of the patent laws this session.

Exemption from Poor-rates.—Mr. Wheelhouse asked the President of the Poor Law Board whether it was the intention of her Majesty's Government to take any step during the present session fully to exempt public hospitals, infirmaries, dispensaries for the sick, and endowed almshouses, from liability to rating to the relief of the poor.

Mr. Goschen said this was part of a very large matter, which was really larger than appeared from the form of the question. It would be very difficult to confine exemption to the buildings named.

The Rule of the Road at Sea.—Sir J. Hay said that articles 13 and 14 of the Regulations occasioned instead of preventing collision. He referred to the case of *The Thames*, 5 Rob. 345. It was undesirable that vessels already to the right of each other should cross each other's bows and pass to the left, and a very simple rule substituted for rules 13 and 14 would, he believed, meet the difficulty. The rule which he would propose would require that steamers nearing each other should starboard the helm to a ship on the starboard bow or side, and port the helm to a ship on the port bow or side. He hoped the President of the Board of Trade would see the expediency of adopting that view.

Admiral Seymour concurred.

Mr. Bright understood that the present rule of the road at sea was adopted in this country after the very best professional assistance in framing it had been obtained, and after full discussion with the French Government; also, that the advisers of the Trinity House, the Admiralty, the Board of Trade, the Judges of the Admiralty Court in England, and the advisers of the French Government were unanimous on the subject. This agreement was come to in 1862, and since then it had been considered by the advisers of the various maritime States on the face of the earth, and adopted by them all. The rule of the road, therefore, which was agreed to in 1862, being now the rule for the ships of all nations, England could not of herself undertake the responsibility of altering this international law. He had received many suggestions on the matter, but no two agreed in their recommendations. The present rules were at least simple.

Mining Partnerships (Stannaries).—Mr. St. Aubyn obtained leave to bring in a bill.

The Licensing System (Beerhouses).—Mr. Selwin Ihetson obtained leave to bring in a bill.

Law of Evidence.—Mr. Denman obtained leave to bring in a bill.

Court of Common Pleas (County Palatine of Lancaster).—Mr. West obtained leave to introduce a bill to authorise the appointment of District Prothonotaries of this Court, and to provide for the better despatch of business therein.

March 1.—*Rating of Mines.*—In reply to Mr. St. Aubyn, Mr. Goschen said a bill to provide for the assessment of metalliferous mines was under consideration, but it was doubtful whether the pressure of business would allow the Government to introduce it this session.

Rating of Woods.—In reply to Mr. Kekewich, Mr. Goschen gave a similar answer.

Dissenters' Church.—The bill for this purpose was introduced by Mr. Gladstone, and the second reading fixed for the 18th proximo.

March 2.—*The Compound Householder.*—Another bill, by Mr. H. B. Sheridan, was read a first time. This bill would repeal the 7th section of the Representation of the People Act (1867), the 4th paragraph of the 3rd section, and the 4th paragraph of the 6th section. It would also provide that a person should retain his right to vote, whether his rates had been paid or not, leaving the rates to be recovered in the ordinary manner.

March 3.—*Sunday Trading.*—Mr. T. Hughes' Bill was read a second time.

Election Expenses.—Mr. Fawcett's bill was, on the motion for a second reading, thrown out by a majority of 168 to 165.

Lands Clauses Consolidation Act—Costs of Arbitrations.—A bill by Mr. Bazley was read a first time.

Life Assurance.—A bill by Mr. S. Cave, to amend the law relating to life assurance, was read a first time.

Mr. Cave said that it proposed to extend to life assurance associations similar provisions to those enacted by Parliament last year with reference to railway companies, for the publication of fuller and more uniform accounts. It was introduced in no spirit of hostility to assurance companies, by whom it was generally approved.

March 4.—*The Ballot.*—Mr. Bruce moved and obtained a select committee on this bill.

The Bewdley Election.—On Mr. Noel's motion for a new writ,

Mr. Muntz moved a suspension for twelve months. Sir Roundell Palmer thought it was for the Attorney-General to move for a commission, but the judge not having reported that corrupt practices had prevailed extensively, the case did not seem one for a commission.

The Attorney-General did not consider the case one for a commission. The amendment was lost by 128 to 65.

OBITUARY.**MR. RALPH BARNES.**

This gentleman, a solicitor, of Exeter, who had reached the advanced age of eighty-eight years, expired suddenly at his residence, Bellair, near Exeter, on the 22nd February. Mr. Barnes was certified as a solicitor as far back as Michaelmas Term, 1802, so that he had been in practice for nearly sixty-seven years. He held the office of Clerk to the Cathedral Chapter of Exeter for upwards of sixty years, and officiated as secretary to the bishop and registrar of the diocese from the date of Bishop Philpott's elevation to the see in 1831. He regularly attended business up to within a few days of his death.

MR. J. R. HOLЛИGAN.

The last West India mail brought intelligence that the Hon. James Richard Holligan, Government Secretary for the Colony of British Guiana, died at Demerara on the 26th January, after a short illness. Mr. Holligan received his early education at Winchester School, and afterwards proceeded to Trinity College, Cambridge, where he graduated B.A. in 1843. He was called to the Bar at the Inner Temple in April, 1847, and for a few years went the Home Circuit and Surrey Sessions. In 1852 he acted for a short time as Attorney-General of the Island of Grenada, in the West Indies, and was appointed Auditor-General of Barbadoes in December, 1855. During the absence of Mr. Walker, he acted as Colonial Secretary of St. Vincent in 1857; and was afterwards for several years a member of the House of Assembly at Barbadoes, of which island he was appointed Colonial Secretary in March, 1862. Mr. Holligan administered the Government of St. Kitts from November, 1864, to June, 1865, and re-assumed the temporary administration of the same Government in April, 1866. In 1867 he was appointed Government Secretary of British Guiana, which

office he held at the time of his death. The Demerara Court of Policy met on the 1st February, and passed a vote of sympathy with Mr. Holligan's relatives.

LORD WYNFORD.

The Right Hon. William Samuel Best, second Lord Wynford, of Wynford Eagle, Dorset, a Barrister-at-Law, died on February 28, at Park-place, St. James's. He was the eldest of the four sons of William Draper, the first Lord, who was raised to the peerage in 1829, on his retirement from the Chief Justiceship of the Common Pleas. The late Lord Wynford was born in February, 1798, and was educated at Brasenose College, Oxford, where he graduated B.A. in 1818, and M.A. in 1821. He was called to the Bar at the Inner Temple in 1823. The first Lord Wynford was directly descended in the female line from William Pitt, ancestor of the great Earl of Chatham, and was collaterally related to Sir William Draper, the opponent of Junius. He was a puise judge of the Court of Queen's Bench from 1819 to 1824, and Chief Justice of the Common Pleas from 1824 to 1829.

SOCIETIES AND INSTITUTIONS.

THE SOLICITORS' BENEVOLENT ASSOCIATION.

The usual monthly meeting of the Board was held at the Law Institution, London, on Wednesday last, the 3rd inst. W. Strickland Cookson, Esq., in the chair. The following directors were present:—Messrs. Burton, Field, Harrison, Hedger, Monckton, Park Nelson, Rickman, Sidney Smith, and Torr. Mr. Eiffe, secretary.

Joseph Dodds, Esq., M.P., Stockton-on-Tees, was elected a director of the Association. A grant of £50 was made to a necessitous life member (his first application for assistance), and grants of £5 each were made to two widows of non-members. Twenty-three new members were admitted. The half-yearly general meeting of the Association was appointed to take place on Wednesday, the 21st of April next, at the Law Institution.

LAW STUDENTS' DEBATING SOCIETY.

The question discussed at the meeting of this Society at the Law Institution, Chancery Lane, on Tuesday evening last, was "Where a builder has, in pursuance of a contract, built houses, of which he is in possession, on the freehold land of another for the owner of such land, has he a lien on the houses for the amount agreed to be paid to him by such contractor?" Mr. Turner opened in the affirmative, and the Society decided in the negative by a majority of six. Mr. Austin presided. Mr. Burgoyne was elected a member, and two gentlemen were proposed as members.

THE NEW LAW COURTS.

SUGGESTED CHANGE OF SITE FROM CAREY STREET TO THE THAMES EMBANKMENT.

The following petition is intended to be presented to the House of Commons by members of the Four Inns of Court against the proposed change of site.

To the Honourable the Commons of the United Kingdom of Great Britain and Ireland, in Parliament assembled.

The humble petition of the undersigned members of the Honourable Societies of Lincoln's Inn, Gray's Inn, the Inner Temple, and the Middle Temple.

Showeth,—That an agitation has been recently set on foot for changing the site of the New Law Courts and Offices from the site in Carey-street, which was adopted and sanctioned by the Legislature in the year 1865, to another site on the Thames Embankment, and that the question is likely to be brought before your honourable House.

That the Carey-street site was deliberately selected in preference to every other site, after a full examination of the reasons in favour of the other proposed sites, and upon the unanimous recommendation of the representatives of the legal profession, and with the very general approbation of the public at large.

That in the year 1865, when the subject was before your Honourable House, the very site on the Thames Embankment, respecting which the present agitation has arisen was pressed on public attention.

That nothing has since occurred to render the Embankment site more eligible, or the Carey-street site less so.

That the great and paramount object sought to be attained by the concentration of the courts, and offices connected therewith, is the prevention of the enormous waste of time, and the consequent delay and expense to the suitors occasioned by the distances of the existing courts and offices, not merely from one another, but from the great centre of the legal profession in the metropolis, namely, the Inns of Court and Chancery, in and about which the chambers and offices of the whole of the Bar, and of more than two-thirds of the London solicitors, including all the large agency firms, are congregated; and that it is of the utmost importance that the courts and offices should not only be concentrated, but that they should be concentrated in the heart of this district.

That the Carey-street site, being situate in the very centre of the legal district, and lying immediately between and in close proximity to Lincoln's-inn and the two Temples, is admirably adapted for the purpose, and satisfies, in a far higher degree than any other possible site the great object in view of securing the utmost efficiency, economy, and dispatch in the administration of justice, and the transaction of legal business; whereas the Embankment site is entirely outside and comparatively remote from the legal district, and especially from the chambers of the practising barristers of Lincoln's-inn and Gray's-inn, and from the offices of the leading firms of solicitors, which are almost exclusively situate on the north side of the Strand and Fleet-street; and that in fact the proposed change of site would go far towards defeating the principal object aimed at by the scheme for the concentration of the courts.

That the proposed removal of the courts to a distance would occasion the greatest inconvenience and loss of time to the barristers of Lincoln's-inn, and would in all probability necessitate the abandonment by a large proportion of them of their present chambers, and their removal to other chambers in the immediate neighbourhood of the new courts, and in fact would probably involve the creation of a new legal quarter, which could only be established, if at all, at great cost.

That of the visits made to the various courts and offices which are to be brought together, an enormous majority are made by barristers and solicitors and their clerks, and only an extremely small proportion by other persons; and that the accessibility of the courts and offices from the chambers and offices of the legal profession is therefore far more important than their accessibility for the general public.

That the Carey-street site will, however, be equal if not superior to the Embankment site as regards convenience of situation and facilities of access for the general public, as well as for the profession.

That the area of the proposed site in Carey-street is equal to, if not in excess of, the utmost possible dimensions of the Embankment site, and that the former admits of indefinite extension to meet further requirements, whereas the latter will be incapable of any future enlargement in any direction whatever.

That the difference of level between the Thames Embankment and the Strand is 33 ft., and far exceeds the difference of level between the Strand and Carey-street, and that this in itself would be productive of serious inconvenience.

That nearly £800,000 has already been expended upon the acquisition of the Carey-street site, and a further large expenditure has been incurred in the preparation of the designs and plans for the new buildings; in addition to which an enormous amount of unpaid labour has been bestowed upon the work by the commissioners and others.

That the change of site would involve a further delay of several years and an extravagant waste of money, as well as a large additional expenditure; the loss on the re-sale of the Carey-street property being estimated at not less than £500,000, and the cost of the new site, including compensations, being, at the very lowest estimate, very greatly in excess of the utmost probable cost of the Carey-street property, inclusive of the additional land now proposed to be purchased (the greater part, however, of which additional land will not be immediately, if at all, required for the building or the approaches, but is proposed to be acquired for the purpose of obviating questions of light and air, and providing the means of possible future extension at the lowest cost), while the difference in the size and shape of the two sites and in the levels would render the plans and designs

already prepared for the new courts and offices almost useless and necessitate the preparation of fresh plans and designs at a further heavy cost.

That the object of embellishing the metropolis by placing the new building in a commanding position ought, in the opinion of your petitioners, to have very little weight in comparison with the primary and fundamental objects for which the concentration is needed; whereas, if the site were transferred to the Embankment, the latter object would be to a great extent sacrificed to the former.

That when the mode in which the cost of concentration should be defrayed was determined upon, it was considered that the undertaking was for the benefit of the suitors and not of the nation at large, and that the expense should therefore be borne by the suitors and not by the National Treasury; and accordingly that under the Acts passed in the year 1865, the then estimated cost, after deducting the value of the existing courts and offices, was to be provided by means of the appropriation of part of the suitors' fund in the Court of Chancery and by the taxation of the suitors; and that the further funds now required are proposed to be provided, partly by the appropriation of other funds belonging to or connected with the different courts of law and equity in which the suitors are interested, and partly by means of the fees imposed on the suitors.

That as the principle has thus been established that the concentration is for the benefit of the suitors, and is to be effected in a great degree at their expense, and not at the expense of the State, the decision as to the site ought to rest with the suitors, through their representatives the members of the two branches of the legal profession, who are identified in interest with their clients, and are alone able to form a correct judgment as to the position and arrangements of the courts and offices which is best adapted for the expeditious and efficient transaction of the business of their clients.

That both branches of the legal profession have throughout been nearly unanimous in their adherence to the Carey-street site, as being beyond question the proper one; and that as the funds have been and are to be supplied by the suitors, it would be most unreasonable that the site should now be changed, in opposition to their interests and wishes as expressed by their representatives.

That for the reasons above enumerated your petitioners are strongly of opinion that the new courts and offices ought to be placed on the Carey-street site, according to the plan already sanctioned by Parliament, and not on the Thames Embankment.

Your petitioners therefore humbly pray that any proposal which may be made to your Honourable House for transferring the site of the new Law Courts and Offices, or any part thereof, from Carey street to the Thames Embankment, may be rejected.

And your petitioners will ever pray, &c.

COURT PAPERS.

COMMON LAW BUSINESS AT THE JUDGES' CHAMBERS.

Judges' Chambers, 1st March, 1869.

The following regulations for transacting the business at these chambers will be observed till further notice. By order:—

Summons in all the courts are to be taken out at the Common Pleas and Exchequer Chambers, and to be made returnable at half-past ten o'clock, and to be attended at the chambers of the judges of the court in which action is brought; every person taking out a summons to name the court.

Original summonses only to be placed on the files, and numbered, and such as are attendable before the masters will be heard by them at the chambers of the judges of the court in which the actions are brought.

That notice of attendance by counsel on summonses be given at the time of service of the summons, and that the party served with a copy summons shall give the best notice he can of attendance of counsel before the return of the said summons.

Summons adjourned by the judge will be heard at a quarter to eleven o'clock precisely, according to their numbers on the adjournment file; and those on that file not answered to will be placed on the general file.

Orders made by the judge will be drawn up at the

Queen's Bench Judges' Chambers, other orders at the other chambers.

Summons adjourned by the masters will be heard by them at eleven o'clock precisely, according to their numbers on the adjournment file; and those on that file not answered to will be placed on the general file.

That affidavits for *ex parte* orders be endorsed with the names of the parties, the nature of the application, and the statute under which such application is made; and that such affidavits (except those to hold bail or under special circumstances) be left the day before, and delivered out the following morning.

Affidavits read or referred to before the judge or masters must be properly indorsed, and bear a shilling stamp for filing, when produced, otherwise, the case will not be heard.

Affidavits are to be sworn in the Exchequer Judges' Chambers.

All affidavits used and filed at the Common Pleas and Exchequer Judges' Chambers will be deposited daily at the Queen's Bench Judges' Chambers, for the purpose of inspection, and obtaining copies there, when necessary.

Acknowledgments of deeds are to be taken at half past ten o'clock; those not then ready must be postponed.

The judge directs particular attention to the rule of Michaelmas Term, 1867, and desires it to be distinctly understood that he will not take any summonses, or hear any matter, which ought properly to go before the masters.

The *Echo* says, "Steps are being taken, we believe, to re-open the great convent case of *Saurin v. Starr and Kennedy*."

The announcement made by the newspapers that Lord Westbury on Friday night laid on the table a bill to amend and consolidate the law of bankruptcy is premature. The bill introduced by the noble and learned lord on that occasion is a bill to amend and consolidate the laws relating to artistic copyright.—*Pall Mall Gazette*.

It is said that Mr. Hatton Hamer Stansfeld, formerly an official assignee in the court of the late Mr. Commissioner Fonblanque, and who has since acted as provisional assignee in insolvency matters, will be appointed to fill the vacancy caused by the dismissal of Mr. Edward Watkin Edwards. It is anticipated also that Messrs. March and Paget, who for several years have been chief clerks in Mr. Edwards's office, will be retained under Mr. Stansfeld.

Mr. Lowe, we hear, intends to make a proposition which will rather startle the legal notabilities in both Houses of Parliament. It has hitherto been the practice to have all sums received on account of proceedings in Chancery—fees, &c.—paid into a fund called the Suitors' Fee Fund. From this fund all the salaries of officers and pensions not charged on the Consolidated Fund have been hitherto paid. Of course, no check or control can have been exercised, for one and the same department made the allowance, distributed the money, and audited the accounts. According to the new proposal, all moneys received by the Court of Chancery shall in future be received by stamps, the value of which will be paid into the Exchequer in the same manner as the fees of the Common Law and Admiralty Courts are now paid. The various sums required to carry on the several departments of the Court of Chancery will then be voted by Parliament under Class III. (Law and Justice) of the Civil Service Estimates, and a system of independent check and audit introduced. Such is the scheme as it is reported to us.—*Pall Mall Gazette*.

PUBLIC COMPANIES.

LAST QUOTATION, March 5, 1869.

[From the Official List of the actual business transacted.]

GOVERNMENT FUNDS.

3 per Cent. Consols, 92½	Annuities, April, '85 12½
Ditto for Account, April 8, '93	Do. (Red Ser. T.) Aug. '93
1 per Cent. Reduced, 91½	Ex Bills, £1000, 2 per Ct. p m
New 3 per Cent., 91½	Ditto, £500, Do 2 p m
Do. 24 per Cent., Jan. '94	Ditto, £100 & £200, 2 p m
Do. 24 per Cent., Jan. '94	Bank of England Stock, 4 per Ct. (last half-year) 244
Do. 5 per Cent., Jan. '72	Ditto for Account,
Annuities, Jan. '80—	

INDIAN GOVERNMENT SECURITIES.

India Stk. 10½ p Ct. Apr. '74, 212	Ind. Enf. Pr., 5 p C., Jan. '72 106
Ditto for Account	Ditto, 5½ per Cent., May, '79 111
Ditto 5 per Cent., July, '89 112½	Ditto Debentures, per Cent.,
Ditto for Account, —	April, '64 —
Ditto 4 per Cent., Oct. '88 100½xd	Do. Do., 5 per Cent., Aug. '73 104½
Ditto, ditto, Certificates, —	Do. Bonds, 5 per Ct., £1000 20 p.m.
Ditto Enfaced Ppr., 4 per Cent. 93	Ditto, ditto, under £1000, 20 p.m.

RAILWAY STOCK.

Shares.	Railways.	Paid.	Closing prices
Stock	Bristol and Exeter	100	78 <i>4</i> x d
Stock	Caledonian	100	76
Stock	Glasgow and South-Western	100	100
Stock	Great Eastern Ordinary Stock	100	37 <i>4</i>
Stock	Do., East Anglian Stock, No. 2	100	—
Stock	Great Northern	100	104 <i>4</i> x d
Stock	Do., A Stock	100	105 <i>4</i> x d
Stock	Great Southern and Western of Ireland	100	99
Stock	Great Western—Original	100	48 x d
Stock	Do., West Midland—Oxford	100	29
Stock	Do., do.—Newport	100	30
Stock	Lancashire and Yorkshire	100	124 x d
Stock	London, Brighton, and South Coast	100	50 <i>4</i>
Stock	London, Chatham, and Dover	100	17
Stock	London and North-Western	100	114 x d
Stock	London and South-Western	100	88 <i>4</i> x d
Stock	Manchester, Sheffield, and Lincoln	100	52
Stock	Metropolitan	100	106 <i>4</i>
Stock	Midland	100	116 x d
Stock	Do., Birmingham and Derby	100	80
Stock	North British	100	33 <i>4</i>
Stock	North London	100	123
Stock	North Staffordshire	100	58
Stock	South Devon	100	45
Stock	South-Eastern	100	76 x d
Stock	Do., Dferred	100	45
Stock	Taff Vale	100	148

* A receives no dividend until 6 per cent. has been paid to B.

INSURANCE COMPANIES.

No. of Shares	Dividend per annum	Names.	Shares.	Paid.	Price per share.
5000	5 p. & bs	Clerical, Med. & Gen. Life	100	10 0 0 20 10 0	£ s. d.
4000	40 p. & bs	County	100	10 0 0 55 0 0	£ s. d.
4000	5 p. & bs	Eagle	50	5 0 0 6 17 6	£ s. d.
10000	7 <i>1</i> / <i>2</i> 6 <i>4</i> d. pc	Equity and Law	100	6 0 0 7 15 0	£ s. d.
20000	7 <i>1</i> / <i>2</i> 6 <i>4</i> d. pc	English & Scot. Law Life	50	3 10 0 5 2 6	£ s. d.
2700	5 per cent	Equitable Reversionary	105	—	96 0 0
4600	5 per cent	Do, New	50	50 0 0 45 10 0	£ s. d.
5000	5 & 3 p. ab	Gresham Life	20	5 0 0	96 0 0
20000	5 per cent	Guardian	100	50 0 0 51 10 0	£ s. d.
20000	—	Home & Col. Ass., Limitd.	50	5 0 0 1 5 0	£ s. d.
7500	10 per cent	Imperial Life	100	10 0 0 16 12 6	£ s. d.
6000	6 per cent	Law Fire	100	2 10 0 3 15 0	£ s. d.
10000	3 <i>2</i> / <i>3</i> 4 <i>1</i> /2 per cent	Law Lite	100	10 0 0 90 0 0	£ s. d.
10000	10 per cent	Law Union	10	10 0 0 10 17 6	£ s. d.
20000	5 <i>1</i> / <i>2</i> 7 <i>4</i> d. pc	Legal & General Life	50	8 9 0 9 5 0	£ s. d.
20000	4 <i>1</i> / <i>2</i> 8 d. pc	London & Provincial Law	50	4 17 8 4 15 0	£ s. d.
40000	2 <i>2</i> / <i>3</i> p. & bs	North Brit. & Mercantile	50	6 5 0 20 15 0	£ s. d.
2500	1 <i>2</i> / <i>3</i> & bns	Provident Life	100	10 0 0 35 0 0	£ s. d.
20 per cent	—	Royal Exchange	Stock	All	306 0 0
6 <i>9</i> / <i>2</i> 00	6 <i>3</i> / <i>4</i> per cent	Sun Fire	Stock	All	163 0 0

MONEY MARKET AND CITY INTELLIGENCE.

Consols opened with great steadiness, favoured by an increase in the Bank reserve. After a couple of days, however, this firmness and upward tendency gave way, and Consols have been dull and weak ever since, the large amount of foreign loans now in the market tending to depress the funds. A very slight improvement has taken place at the last, in consequence of the non-alteration of the Bank rate of discount. The traffic accounts this week have tended to depress the railway market. Foreign securities were buoyant, while Consols remained firm, but have been heavy ever since.

The prospectus of the New Turkish Loan for £2,480,000 was issued on Wednesday by Messrs. Devaux & Co. The loan is issued at 83 per cent., in bonds of £19 : 16 : 10 ; £99 : 4 : 1 ; and £496 : 0 : 8, bearing interest at 6 per cent. from 31st October, 1868, and redeemable at par, in four instalments of £620,000 each, in April and October, 1872 and 1873. The bonds, taking into account the periods for repayment, the prospectus states, are calculated to give a return of 12*4* per cent. per annum. The bonds are made repayable at the option of the bearer, either at Paris, Constantinople, or London, on his giving twenty days' previous notice.

A new Russian Railway Loan for £2,500,000 has been announced at Amsterdam and Berlin.

The list of applications for shares in the Almada Mining Company (Limited) will close on Tuesday next.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

FLINT—On Feb. 25, at No. 5, St. George's-place, Canterbury, the wife of Rev. William Flint, Esq., solicitor, of a son.

DEATHS.

BUCHANAN—On March 1, at 9, Sussex-gardens, Hyde-park, the residence of his son-in-law, Robertson Buchanan, Esq., of 16, Great Knight-rider-street, Doctors'-commons, aged 58.

THE DOULTON CASE.—The appeal in the Doulton case will be heard in the Criminal Chamber of the Belgian Court of Cassation on Monday next.

BREKFAST.—EPPS'S COCOA.—GRATEFUL AND COMFORTING.—The very agreeable character of this preparation has rendered it a general favourite. The "Civil Service Gazette" remarks:—"The singular success which Mr. Epps attained by his homoeopathic preparation of cocoa has never been surpassed by any experimentalist. By a thorough knowledge of the natural laws which govern the operations of digestion and nutrition, and by a careful application of the fine properties of well-selected cocoas, Mr. Epps has provided our breakfast tables with a delicately flavoured beverage which may save us many heavy doctors' bills." Made simply with boiling water or milk. Sold by the trade only in 4lb., 1lb., and 10z. tin-lined packets, labelled—JAMES EPPS & CO., Homeopathic Chemists, London.—[ADVT.]

LONDON GAZETTES.

Winding-up of Joint Stock Companies.

FRIDAY, Feb. 26, 1868.

LIMITED IN CHANCERY.

City of Moscow Gas Company (Limited).—Petition for winding-up, presented Feb 25, directed to be heard before Vice-Chancellor James on March 6. Uptons & Co, Austin-friars, solicitors for the petitioners. Imperial Austrian Gas Company (Limited).—Creditors are required, on or before April 3, to send their names and addresses, and the particulars of their debts or claims, to Henry Threlkeld Edwards and George Bulkley, of 1, Tokenhouse-yard. Saturday, April 17 at 12, is appointed for hearing and adjudicating upon the debts and claims.

Lundy Granite Company (Limited).—The Master of the Rolls has, by an order dated Jan 29, appointed George Whiffen, of 8, Old Jewry, official liquidator. Creditors are required, on or before March 31, to send their names and addresses, and the particulars of their debts or claims, to the above. Thursday, April 15 at 12, is appointed for hearing and adjudicating upon the debts and claims.

Paten Paper Manufacturing Company (Limited).—The Master of the Rolls has, by an order dated Jan 22, appointed William Turquand, of Tokenhouse-yard, official liquidator. Creditors are required, on or before March 24, to send their names and addresses, and the particulars of their debts or claims, to the above. Thursday, April 8 at 11, is appointed for hearing and adjudicating upon the debts and claims.

Union Yacht Club House Company (Limited).—Petition for winding-up, presented Feb 25, directed to be heard before the Master of the Rolls on March 6. Sole & Co, Aldermanbury, solicitors for the petitioner.

UNLIMITED IN CHANCERY.

Accidental Death Insurance Company.—Petition for winding-up, and that some proper person or persons might be appointed to act as liquidator or liquidators in place of George Whiffen, presented Feb 23, directed to be heard before the Master of the Rolls on March 6. Harper & Broad, Broad-lane, solicitors for the petitioners.

STANNARIES OF CORNWALL.

Boleot Mining Company.—The Vice-Warden has, by an order dated Feb 24, ordered that the above company be wound up. Chilcott, Truro; for Counter, Liskeard, solicitor for the petitioner.

Wheat Noss Mining Company (Limited).—The Vice-Warden has, by an order dated Feb 13, ordered that the above company be wound up. Hodge & Co, Truro.

TUESDAY, March 2, 1868.

LIMITED IN CHANCERY.

Calder Vegetable Silk Company (Limited).—Petition for winding-up, presented Feb 25, directed to be heard before Vice-Chancellor Malins on March 12. Scott & Co, Lincoln's-inn-fields; for Lamb, Wakefield, solicitor for the petitioners.

City Discount Company (Limited and Reduced).—Creditors are required, on or before March 20, to send their names and addresses, and the particulars of their debts or claims, to John Balster, William Harvey, and Thomas Benjamin Muggeridge, 3, Sun-st, Cornhill.

Hercules Insurance Company (Limited).—Vice-Chancellor Malins has, by an order dated Feb 23, ordered that the voluntary winding-up of the above company be continued. Buckland, Bedford-row, solicitor for the petitioner.

Penryn Granite Quarries Company (Limited).—Vice-Chancellor Malins has, by an order dated Feb 22, ordered that the voluntary winding-up of the above company be continued. Poole & Hughes, solicitors for the petitioners.

Staverton Cloth Company (Limited).—Vice-Chancellor Malins has, by an order dated Feb 19, ordered that the above company be wound up; and that David Henry Stone, Poultry, Benjamin Fox Overbury, Coleman-st, and James Thomas Snell, Cheapside, be appointed official liquidators. Snell, George-st, Mansion-house, solicitor for the petitioner.

UNLIMITED IN CHANCERY.

International Life Assurance Society.—Vice-Chancellor Malins has, by an order dated Feb 19, ordered that the above company be wound up; and that Frederick Maynard, of 35, Old Broad-st, and Edmund Shepard Symes, of Bourdon-house, Berkeley-square, be appointed official liquidators.

Tucker, St Swithin's-lane, solicitor for the petitioners. Seaford Pier Company.—Vice-Chancellor Malins has, by an order dated Feb 19, ordered that the above company be wound up. Hughes, Bedford-row, solicitor for the petitioner.

Friendly Societies Dissolved.

FRIDAY, Feb. 26, 1868.

Rechabites Friendly Society, Members' House, Denbigh. Feb 21.

Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, Feb. 26, 1868.

Bates, Jas, Winney Bank, Woodale, York. Gent. March 20. Bates, V.C. Malins. Miller, Holmfirth.

Howson, Giles, Lancaster, Shoemaker. April 5. V.C. Stuart. Johnson & Tilby, Lancaster.
 Marion, Chas. West Bromwich. Stafford, Ironmonger. March 12. Caygill & Maton, V.C. Malins. Caddick, West Bromwich.
 McCann, Nicholas, Parliament-st., Doctor. March 16. Wilmot & McCann, V.C. James, Annesley, Lincoln's-inn-fields.
 Owens, Wm. Dolgeley, Merioneth, Innkeeper. April 10. Williams & Owens, V.C. Stuart. Williams, Dolgeley.
 Robertson, Mary Isabella, Breadon House, Croydon, Spinster. March 22. Milchan & Pearce, M.E. Hemsey, Court-yard, Albany.
 Simpson, Wm. Smith, Park-st., Islington, Gent. March 25. Cook & Brucey, V.C. Malins. Taylor & Son, Norwich.

TUESDAY, March 2, 1869.

Austin, Thos. Mulgrave-pl., Woolwich, Gent. March 24. Blest & Assin, M.R. Pidcock, Woolwich.
 Burden, Hy. John, Abingdon, Berks, Gent. March 24. Sendall & Blandy, M.R. Blandy, Reading.
 Cattermole, Geo. Cedars-rd, Clapham-common, Historical Painter. March 27. Devey & Cattermole, V.C. Malins. Cates, Lincoln's-inn-fields.
 Marquis of Downshire, Hillsborough Castle, Down. March 31. Hill & Marquis of Downshire, M.R. Nicholl & Co., Howard-st., Strand.
 Elmslie, Many, Woodcote-pl., Epsom, Widow. Nov 1. Dicey & Forbes, V.C. Stuart.
 Lovell, Jas. Harrowslack, Lancaster, Esq. March 23. Pope & Hair, V.C. James. Crook, Moorgate-st.
 Mayhew, Alfred, Carey-st., Gent. April 3. Robson & Mayhew, V.C. Stuart.
 Leathes, Langham-pl., Portland-pl.
 Wilson, John Wm., Chefsord, Essex, Solicitor. March 31. Arthy & Wilson, V.C. Malins. Oriel, Alfred-pl., Bedford-sq.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, Feb. 26, 1869.

Asb, Wm., Albemarle-st., Piccadilly, Upholsterer. March 20. Hopgood, King William-st., Strand.
 Bedford, Jas., Fernhill Laugherne, Carmarthen, Esq. March 31. Curtis & Bedford, Haberdashers'-hall.
 Begg, David, Wyndham-pl., Bryanstone-sq., Esq. April 10. Still & Son, New-sq., Lincoln's-inn.
 Brooking, Thos Holdsworth, New Broad-st., Merchant. May 15. Wade-son & Mallison, Austin-fruaries.
 Brown, John, Washbrook, Suffolk, Carter. May 26. Gross, Ipswich.
 Brown, Mary Ann, Washbrook, Suffolk, Widow. May 26. Gross, Ipswich.
 Christian, Robt, Victoria-st., Westminster. April 10. Wilson & Co., Cophall-buildings.
 Davison, Joseph, Greencroft-pk., Durham, Esq. April 17. Booth, jun., Durham.
 Driver, Hy., New Windsor, Berks, Draper. May 31. Darvill & Co., Windsor.
 Enson, Sarah Ann, North-cottages, Clapham Rise, Widow. April 1. Garrett, Doughty-st.
 Feather, John, Alstonby, Cumberland, Esq. April 1. Donald, Carlisle.
 Grey, Wm. Hy., Stockwell-pk-rd, Accountant. April 7. Kinsey & Ade, Bloomsbury-pl.
 Grimshaw, Hy., Kentford, Suffolk, Jockey. March 31. York, New-market.
 Hanly, Hugh, Clewer, Berks, Quartermaster 1st Life Guards. April 10. Buxton & Co., Lincoln's-inn-fields.
 Harrison, Hy., Pemberton, Lancaster, Cotton Spinner. April 5. Taylor, Wigan.
 Hellyar, Jas. Thos, Castle Cary, Somerset, Gent. May 1. Watts, Yeovil.
 Hills, Wm., Faversham, Kent, Gent. March 25. Pratt & Son, Rochester.
 Hughes, Rev. Jas., Sunny Bank, Castleton, Monmouth, Clerk. March 25. Colborne, Newport.
 Jacob, Thos, Landowne-ter, Notting-hill, Esq. April 14. Cookson & Co., New-sq., Lincoln's-inn.
 Patient, Eliz., Myddleton-cottage, Stoke Newington, Widow. April 12. Broughton, Finsbury-sq.
 Perry, Thos. Walter, St George's House, Upper Clapton, Esq. March 31. Leacon & Co., Paul Bakehouse-ct., Doctors'-commons.
 Smith, Hy., Bosom, Lincoln, Gent. April 6. Staniland & Wiglesworth, Boston.
 Spink, Richard, Scarborough, York, Butcher. April 6. Moody & Co., Scarborough.
 Tomkins, Thos, Piddletrenthicle, Dorset, Gent. May 1. Watts, Yeovil.
 Waring, Thos, Caroline-st., Bedford-sq., Esq. May 1. Rivolta, Montague-st., Russell-sq.
 Weston, Miriam, Holland-rd., Kensington, Gentlewoman. April 9. Jones & Sons, Millman-pl., Bedford-row.
 Wilson, Emanuel, Scarborough, York, Coal Merchant. April 1. Moody & Co., Scarborough.

TUESDAY, March 1, 1869.

Bellin, Benj. Norwich, Esq. April 1. Emerson & Sparrow, Norwich.
 Clifton, Abel, Fulham-rd, Gent. May 5. Thomas & Hollams, Nine-ing-lane.
 Coome, Jas., Godalming, Surrey, Butcher. April 1. Meijer, Godalming.
 Coome, Sarah, Godalming, Surrey, Widow. April 1. Meijer, Godalming.
 King, Jas., Norwich, Glass Stainer. April 20. Tillet, Norwich.
 Less, John, Walsall, Stafford, Engineer. March 25. Thomas, Walsall.
 Louisa, Jas., Northenden, Chester, Timber Merchant. March 22. Hampton, Manch.
 May, Philip, Hampton Wick, Esq. June 1. Horn & Murray, King-st., St James's.
 Mayer, John, Hanley, Stafford, Colour Maker. March 20. Mayer, Hanley.
 Ringer, Wm., Wrappingham, Norfolk, Farmer. April 9. Tillet, Norwich.

Sayer, Rev Edward Lane, Thames Ditton, Surrey. April 7. Gordon & Grant, Symond's-inn, Chancery-lane.
 Smith, Joseph, Lpool, Marble Mason. April 1. T. & T. Martin, Lpool.
 Stace, Wm. Crawley, Talbot-ter, Westbourne-grove, Colonel. March 31. Field & Co., Lincoln's-inn-fields.
 Teather, John, Alstonby, Cumberland, Esq. April 1. Donald, Carlisle.
 Ward, Robt, Falcon-rd, Battersea, Gent. March 31. Stuart, New-inn, Strand.
 Watson, Jas., Clarence-ter, Regent's-pk, Esq. May 15. Bannister & Pache, John-st.
 White, Wm., Birr, Gent. March 16. Cottrell, Birm.
 Wright, Geo., Leicester, China Dealer. May 29. Haxby, Leicester.

Debtors registered pursuant to Bankruptcy Act, 1861.

FRIDAY, Feb. 26, 1869.

Adams, John, Upper Chenies-mews, Bedford-sq, Cab Driver. Feb. 28. Comp. Reg Feb 25.
 Ashcroft, Jas., Conway, Carnarvon, Stationer. Jan 28. Asst. Reg Feb 23.
 Beoley, John, sen., Laneham, & John Beoley, jun., Newton-upon-Trent, Farmers. Jan 19. Asst. Reg Feb 24.
 Boult, Walter, Lpool, Cotton Broker. Feb 25. Comp. Reg Feb 25.
 Chapman, Chas., Sloane-st., Chelsea, Cabinet Maker. Feb 6. Comp. Reg Feb 25.
 Charlesworth, Geo., Wakefield, York, Beerhouse Keeper. Jan 28. Comp. Reg Feb 23.
 Davies, Margaret, Tenby, Pembroke, Grocer. Jan 27. Comp. Reg Feb 24.
 Eads, Thos., Little Houghton, Northampton, Farmer. Feb 6. Comp. Reg Feb 23.
 Farmer, Geo., Birm., Wine Merchant. Feb 11. Comp. Reg Feb 23.
 Graham, John, Newcastle upon-Tyne, Builder. Jan 23. Asst. Reg Feb 23.
 Guthrie, Elwin, & Herbert Guthrie, Lpool, Builders. Jan 25. Inspectorship. Reg Feb 26.
 Hall, John, North Shields, Northumberland, Boat Manufacturer. Jan 25. Asst. Reg Feb 25.
 Harrowell, Thos., Leeds, Shopkeeper. Feb 5. Asst. Reg Feb 25.
 Hallowell, Abraham, Grenoside, nr Sheffield, Shoemaker. Feb 20. Asst. Reg Feb 25.
 Heroy, Hy Edwd., Wolverhampton, Stafford, Japanner. Jan 29. Asst. Reg Feb 25.
 Horlick, Geo., Bristol, Baker. Feb 13. Comp. Reg Feb 25.
 Hutchinson, Geo., Wakefield, York, Rag Merchant. Feb 16. Comp. Reg Feb 23.
 Ingram, Edwd., & Geo Bennett Ingram, Northampton, Drapers. Jan 27. Comp. Reg Feb 24.
 Ledgard, Geo., Kirkheaton, York, Boat Builder. Feb 1. Comp. Reg Feb 25.
 Moss, Chas., Chatwell, Stafford, Farmer. Jan 18. Comp. Reg Feb 26.
 Nowell, Jas., & Geo Nowell, Tryddyn, Flint, Railway Contractors. Jan 28. Inspectorship. Reg Feb 24.
 Oldham, Thos., Gladwick, Lancaster, Corn Dealer. Feb 3. Comp. Reg Feb 24.
 Payne, Geo Philip, Upper-st., Islington, Plumber. Jan 28. Asst. Reg Feb 25.
 Pollock, Wm., Kingsland-rd, Tailor. Jan 25. Comp. Reg Feb 22.
 Powell, Wm., Kidderminster, Worcester, Licensed Victualler. Feb 9. Comp. Reg Feb 23.
 Price, Edwin John, Latchmere-rd, Battersea, Builder. Feb 24. Comp. Reg Feb 25.
 Pritchard, Wm., Portmadoc, Carnarvon, Draper. Jan 30. Asst. Reg Feb 25.
 Ramsden, Wm., & Chas Ramsden, Elland, York, Joiners. Feb 2. Asst. Reg Feb 15.
 Riches, Jas., Gt Yarmouth, Norfolk, Builder. Jan 30. Asst. Reg Feb 25.
 Robinson, Thos. Manch., Draper. Feb 23. Comp. Reg Feb 24.
 Scuttey, Jas., Blythe-ter, Forest-hill, Grocer. Jan 24. Comp. Reg Feb 25.
 Sweet, Thos., & Andrew Sweet, Hampstead-rd, Ironmongers. Feb 9. Comp. Reg Feb 23.
 Tucker, Thos Barnes, Timbury, Somerset, Draper. Feb 3. Asst. Reg Feb 24.
 Walmsley, Hy., Manch., Commission Agent. Feb 9. Comp. Reg Feb 24.
 Williams, Joseph, Llanelli, Carmarthen, Grocer. Jan 6. Comp. Reg Feb 24.
 Wiskin, Robt, Manch., Chemist. Jan 16. Comp. Reg Feb 25.
 Wright, Wm., Bradford, York, Tobacconist. Feb 16. Comp. Reg Feb 23.
 Young, Joseph, Dariaston, Stafford, Tailor. Feb 23. Comp. Reg Feb 25.

TUESDAY, March 2, 1869.

Arrah, Hy Wm., Hackney-rd, Cheesemonger. Feb 1. Asst. Reg March 1.
 Atkine, Jas., Milner-ter, Chelsea, Upholsterer. Feb 23. Comp. Reg Feb 26.
 Bennett, John, Manch., Innkeeper. Feb 16. Comp. Reg Feb 27.
 Bennett, Joshua, Bradford, York, Shopkeeper. Feb 2. Comp. Reg Feb 27.
 Berriman, Thos., Whetstone, Surveyor. Feb 16. Asst. Reg March 1.
 Boadie, Abel, Lpool, Baker. Feb 1. Comp. Reg Feb 27.
 Boyce, Wm., Cardiff, Glamorgan, Grocer. Feb 4. Comp. Reg March 1.
 Budd, Fred Edwd., Warwick-crescent, Kensington, Major. Feb 1. Comp. Reg Feb 27.
 Capper, John, Congleton, Chester, Grocer. Jan 26. Asst. Reg Feb 27.
 Dove, Wm Warren, Thames Ditton, Surrey, Wine Merchant. Jan 30. Asst. Reg Feb 27.

Elgar, Stephen, Ash, Kent, Farmer. Feb 1. Comp. Reg Feb 27.
 Elliot, Wm Percival, St Ann's, Durham, Builder. Jan 26. Comp.
 Reg Feb 26.

Gaven, Peter, Birkenhead, Chester, Builder. Feb 18. Asst. Reg
 March 2.

Golds, Edwd, Canterbury, Draper. Feb 4. Asst. Reg Feb 27.
 Graham, Jonathan, Darlington, Durham, Hosier. Jan 16. Asst. Reg
 Feb 27.

Haffner, Geo, Tipton, Stafford, Builder. Jan 9. Comp. Reg March 1.
 Hammond, Edwd, Wm, Union-st, Southwark, Printer. Feb 20. Asst.
 Reg Feb 17.

Hannam, Wm, Wetherby, York, Seed Merchant. Jan 22. Asst. Reg
 Feb 26.

Harding, John Richd, Cambridge, Road Contractor. Jan 27. Asst.
 Reg March 1.

Hatch, Geo, Gt Yarmouth, Norfolk, Plumber. Feb 5. Comp. Reg
 Feb 27.

Head, Geo, Worthing, Sussex, Gas Engineer. Feb 1. Comp. Reg
 March 1.

Higgins, Thos, Birm, Stonemason. Jan 28. Comp. Reg Feb 27.
 Hill, Rankin, Luton, Bedford, Draper. Feb 2. Asst. Reg March 1.

Jones, Ben, Old Bethnal-green-rd, Grocer. Feb 13. Comp. Reg March 1.
 Kingham, Water, Manch, Yarn Agent. Jan 26. Asst. Reg Feb 26.
 Matthews, Joseph, Birm, Fancy Warehouseman. Feb 23. Comp. Reg
 March 1.

Miller, Chas, Norwich, out of business. Feb 26. Comp. Reg March 1.
 Moorhouse, Joseph, Wakefield, York, Worsted Spinner. Feb 2. Asst.
 Reg March 2.

Nordon, Joseph, High-st, Shoreditch, Tobacconist. Feb 15. Comp.
 Reg March 1.

Ostrom, Hy Edwd, Ramsgate, Kent, Builder. Feb 19. Asst. Reg
 March 1.

Pake, Wm, New Works, Salop, Grocer. Feb 18. Comp. Reg
 Feb 26.

Randall, Wm Hy, Littlehampton, Sussex, Draper. Feb 2. Comp. Reg
 Feb 26.

Rawlinson, Wm, Westhoughton, Lancaster, Wheelwright. Feb 1. Asst.
 Reg Feb 26.

Sewell, Fredk, Southend, Essex, Grocer. Feb 4. Comp. Reg
 March 1.

Smith, Hy Willis, St James-rd, Holloway, & Fras Robert Simmons,
 Barnes, Builders. Feb 10. Comp. Reg Feb 26.

Smith, Jas, Stone, Stafford, Shoemaker. Feb 3. Asst. Reg
 March 1.

Taylor, John, Ince-within-Mackerfield, Lancaster, & John Shaw, otherwise
 John Taylor, jun, Botany, Sub Contractors. Jan 26. Comp.
 Reg Feb 27.

Toll, Wm Physick, & Robt Hooper, Nuneaton, Warwick, Tanners. Feb
 20. Asst. Reg Feb 26.

Turvey, Harry Shrimpton, Haddenham, Thame, Oxford, Beerhouse
 Keeper. Feb 1. Comp. Reg Feb 26.

Walker, Geo Jas, Nottingham, Painter. Jan 30. Comp. Reg Feb 29.
 Young, Wm Dimsdale, Birm, Comm Agent. Feb 13. Asst. Reg
 March 1.

Bankrupts.

FRIDAY, Feb. 26, 1869.

To Surrender in London.

Ashbury, Jas Louis, Roman-rd, Barnsbury, Grocer. Pet Feb 22. Roche.
 March 10 at 11. Walter & Co, Southampton-st, Bloomsbury.

Beckett, John Geo, Burleigh-st, Strand, Auctioneer. Pet Feb 24.
 Roche. March 10 at 1. Also, Chancery-lane.

Bannister, Abraham, Thos, Lissens-grove, Wiro Worker. Pet Feb 19.
 March 19 at 1. Johnson, St Mat's-a-c.

Barnett, Hyam, Prisoner for Debt, London. Pet Feb 22 (for pau).
 Brougham. March 13 at 1. Watson, Basinghall-st.

Barnes, Thos Austin, Prisoner for Debt, London. Pet Feb 23 (for pau).
 Roche. March 10 at 12. Dobie, Gresham-st.

Barry, Jas, Strand, Photographer. Pet Feb 22. March 15 at 12.
 Welford, Portsmouth-a.

Baxter, Chas Wilding, York-rl, Barnsbury, no business. Pet Feb 22.
 March 15 at 12. Harrison, Basinghall-st.

Blaikie, Richd, Cranford, Licensed Victualler. Pet Feb 17. Roche.
 March 10 at 12. Angell, Guildhall-yard.

Birch, David Herbert, Prisoner for Debt, London. Adj Feb 19. March
 17 at 12.

Bishop, Jas, Prisoner for Debt, London. Adj Feb 19. Murray. March
 15 at 11.

Bock, Hy, Cumberland-ter, North-end, Fulham, Baker. Pet Feb 22.
 Pepys. March 12 at 1. Godfrey, Hatton-garden.

Bradley, Geo Frdck, Compton-ter, Islington, Plumber. Pet Feb 22.
 Pepys. March 12 at 1. Chidley, Old Jewry.

Bushell, Geo, Prisoner for Debt, Maldstone. Adj Feb 19. Murray.
 March 15 at 11.

Child, Albert Hy Stanley, Grosvenor-mews, Berkley-sq, Carpenter.
 Pet Feb 22. Pepys. March 12 at 1. Greaves, Essex-st, Strand.

Cohner, Thos Edwd, Lorrimore-rl, Walworth, out of business. Pet
 Feb 20. Pepys. March 12 at 12. Drake, Basinghall-st.

Davis, John, Southampton, Dealer in Cheese. Pet Feb 23. Pepys.
 March 12 at 2. Paterson & Sons, Bonnerie-st.

Dobson, Hy Arnold, Crawford-rl, Marylebone, Coach Smith. Pet Feb
 24. Roche. March 10 at 12. Downing, Basinghall-st.

Garrard, Chas Alborough, Southbridge-rl, Croydon, Wheelwright.
 Pet Feb 20. March 13 at 11. Godfrey, Hatton-garden.

Grain, John Peter, Prisoner for Debt, London. Adj Feb 20. Murray.
 March 15 at 12.

Grant, Geo, St James's-rd, Angel-town, Brixton, Secretary. Pet Feb
 19. March 10 at 1. Richardson, George-st, Mansions House.

Marrison, Robt, Norwich, Gunmaker. Pet Feb 23. March 15 at 1.
 Atkinson, Norwich.

Hawkins, Chas, Overton-rl, Hammermith, out of business. Pet Feb
 20. Pepys. March 12 at 12. Pullen Cloisters, Temple.

Hedger, Hy, Prisoner for Debt, London. Adj Feb 20. Murray. March
 15 at 13.

Houley, Chas, Charles-st, Commercial-rl, Peckham, Grocer. Pet Feb
 19. Pepys. March 11 at 1. Chipperfield, Trinity-st, Southwark.

Hester, Alfred, Grosvenor-ter, Battersea, Builder. Pet Feb 19. Pepys.
 March 12 at 11. Jacobs, Bedford-row.

Hewitt, Wm Jas, Skinner-st, Easton-rl, Draper. Pet Feb 16. Pepys.
 March 13 at 2. Bannister, Basinghall-st.

Holloway, Wm, Chichester, Sussex, Grocer. Pet Feb 24. Pepys.
 March 12 at 2. Wizard & Co, Lincoln's-inn-fields, for Greene & Co,
 Chichester.

Inglis, Jas, Gray's-inn-rl, Bookbinder. Pet Feb 23. Roche. March
 10 at 12. Beard, Basinghall-st.

James, Thos, New Malden, Surrey, Grocer. Pet Feb 16. March 8 at
 12. Buchanan, Basinghall-st.

Kellow, Fredk, Prisoner for Debt, London. Adj Feb 19. Murray.
 March 15 at 11.

Knight, Wm, Camden-cottages, Charles-st, Peckham, Merchant's
 Clerk. Pet Feb 19. Pepys. March 12 at 11. Keighley & Co, Iron-
 monger-lane.

Liasack, Joel Morris, Westbourne-grove, Bayswater, Jeweller. Pet
 Feb 22. March 15 at 12. Podmore, Westminster Bridge-rl.

Martin, Robt, Heath-villas, Hampstead, out of business. Pet Feb
 25. Roche. March 10 at 1. Hurford & Taylor, Furnival's-inn,
 Holborn.

McCarthy, Chas Peter, Cheetham, Gloucester, Clerk in Holy Orders.
 Pet Feb 24. March 17 at 12. Harrison, Basinghall-st.

McGrath, Harrington Joshua, Prisoner for Debt, London. Adj Feb 19.
 Murray. March 15 at 11.

Meredith, John, Prisoner for Debt, London. Adj Feb 20. Murray.
 March 15 at 12.

Morris, Alfred, Middleton-rl, Dalton, Commercial Clerk. Pet Feb 22.
 Pepys. March 11 at 11. Hillery & Co, Fenchurch-bridge.

Mulliner, Thos Arthur, Prisoner for Debt, London. Pet Feb 18. Pepys.
 March 12 at 1. Angell, Guildhall-yard.

Nash, Gerard, Prisoner for Debt, Winchester. Adj Dec 17. March
 17 at 11.

Newman, Alfred, Prisoner for Debt, London. Adj Feb 19. Murray.
 March 15 at 11.

Nicholls, John Geo, Offord-rl, Barnsbury, Vendor of Stamps. Pet Feb
 20. Roche. March 10 at 11. Le Riche, Warwick House, Gray's-inn.
 Orchard, Thos Seagran, Prisoner for Debt, London. Adj Feb 20.
 Murray. March 15 at 12.

Owen, Fred John, Elm Cottage, Feltham, Comm Agent. Pet Feb 20.
 Pepys. March 12 at 12. Nind, Basinghall-st.

Schallehn, John Hy, St Mark's-crescent, Notting-hill, Professor of
 Music. Pet Feb 18. March 10 at 12. Buchanan, Basinghall-st.

Shouler, Fredk, Prisoner for Debt, London. Pet Feb 23 (for pau).
 Roche. March 10 at 12. Biddles, South-sq, Gray's-inn.

Shrubsole, Stephen, Prisoner for Debt, London. Pet Feb 18 (for pau).
 Pepys. March 11 at 9. Dobie, Gresham-st.

Standley, John, Heane-gate, Spitalfields, Brass Founder. Pet Feb 24.
 Roche. March 10 at 11. Brown, Basinghall-st.

Willmott, John Joseph, Queen's-rl, Bayswater, Tailor. Pet Feb 24.
 Roche. March 10 at 12. Wheatley, Symond's-inn, Chancery-lane.

Worsnop, Chas Barnett, Oxney-villas, St John's-rl, Upper Holloway,
 Assistant Keeper South Kensington Museum. Pet Feb 22. March
 15 at 11. Wynne, Billesley.

Younghusband, Eliza, Brunswick-pl, Clerkenwell, Provision Dealer.
 Pet Feb 23. March 15 at 1. Popham, Basinghall-st.

To Surrender in the Country.

Ainsworth, Jas, Blackburn, Lancaster, Licensed Victualler. Pet Feb
 19. Bolton. Blackburn, March 11 at 11. Clough & Fielding,
 Blackburn.

Angier, Stephen, Plymouth, Devon, out of business. Pet Feb 22.
 Pearce, Stonehouse, March 15 at 11. Vaughan, Devonport.

Ashmore, Geo, Sheffield, Butcher. Pet Feb 20. Wake, Sheffield.
 March 10 at 1. Mickleton, Wakefield.

Baker, Eliz, Guildford, Surrey, Grocer. Pet Feb 20. Marshall, Guild-
 ford, March 11 at 12. Geach, Guildford.

Barber, Edwin Alfred, Warminster, Wilts, Cabinet Maker. Pet Feb
 24. Ponting, Warminster, March 16 at 12.15. Wakeman, War-
 minister.

Barker, David, Manch, Skirt Manufacturer. Pet Feb 17. Macrae.
 March, March 11 at 12. Joiner, Manch.

Barker, Wm, Filey, York, Joiner. Pet Feb 4. Woodall, Scarborough,
 March 12 at 3. Glover, Scarborough.

Barwick, Hy, Keighley, York, Currier. Pet Feb 23. Keighley, March
 10 at 10. Harle, Leeds.

Blake, John Netterville, Lpool, Comm Agent. Pet Feb 23. Lpool,
 March 10 at 12. French, Lpool.

Bond, Benj, Plymouth, Devon, Cattle Dealer. Pet Feb 23. Exeter,
 March 15 at 12.30. Fowler, Plymouth; Floud, Exeter.

Bowen, John Thos, Mountain Ash, Glamorgan, Colliery Fireman.
 Pet Feb 13. Rees, Aberdare, March 9 at 11. Rosser, Aberdare.

Brooke, Walter, Eccleshill, York, Salesman. Pet Feb 20. Fardell,
 Manch, March 9 at 12. Storer, Manch.

Brown, Geo Love, Gosmore, Hereford, Plait Dealer. Pet Feb 22.
 Times, Hitchin, March 10 at 11. Wade, Hitchin.

Bryan, John, Bristol, Dealer in Cutlery. Pet Feb 22. Wyde, Bristol,
 March 10 at 11. Benson & Elliottson, Bristol.

Buckley, Chas, Bradford, York, Coal Merchant. Pet Feb 23. Bradford,
 March 12 at 9.15. Hutchinson, Bradford.

Butt, Hobson Wright Le, Prisoner for Debt, Walton. Adj Dec 21.
 Lpool, March 10 at 11.

Capewell, Geo, Coventry, Boot Dealer. Pet Feb 22. Hill, Birm,
 March 10 at 12. Hodgson & Son, Birm.

Cheesbrough, Timothy, Brigg, Lincoln, Mancro Dealer. Pet Feb 23.
 Leeds, March 10 at 12. Simpson, Leeds.

Churchouse, Chas, Lytchett Minster, Dorset, Wheelwright. Pet Feb
 24. Dickinson, Poole, March 11 at 11. Tanner.

Clark, Nevill Goodman, March, Cambridge, Miller. Pet Feb 19. Wise,
 March, March 10 at 10. Woodward, March.

Cook, Jas, Bradpole, Dorset, Florist. Pet Feb 23. Temple, Bridport,
 March 13 at 11. Day, Bridport.

Crane, Thos Wm, Crewkerne, Somerset, Foreman to a Baulder. Pet
 Feb 24. Sparks, Crewkerne, March 6 at 11. Budge, Crewkerne.

Crosley, Jane, Leeds, Innkeeper. Pet Feb 23. Leeds, March 15 at 11.
 Simpson, Leeds.

Dickin, Hy, Derby, Grocer. Pet Feb 1. Weller, Derby, March 10 at
 12. Heath, Derby.

Ercroyd, Abram, Blackburn, Lancaster, Draper. Pet Feb 22. Macrae.
 Manch, March 11 at 11. Atkinson & Co, Manch.

Ellison, Thos, & Joseph Southern, New Mills, Chester, Candle Wick Manufacturers. Pet Feb 23. Fardell, March, March 8 at 11. Sale & Co, Manch.

Ethell, Thos, Birn, House Decorator. Pet Feb 22. Tudor, Birn, March 12 at 12. Rowlands, Birn.

Frost, Joseph, Derby, Plasterer. Pet Feb 8. Weller, Derby, March 10 at 12. Heath, Derby.

Harris, Chas, Prisoner for Debt, Salisbury. Adj Feb 18 (for pau). Ponting, Warminster, March 16 at 12.

Harvey, John, East Stonehouse, Devon, Builder. Pet Feb 23. Exeter, March 15 at 12.30. Rooker & Co, Plymouth.

Hazleton, Wm, John, Fallowfield, nr Manch, out of business. Pet Feb 19. Fardell, Manch, March 9 at 11. Sutton & Elliott, Manch.

Higginbottom, Hy, Prisoner for Debt, Chester. Adj Feb 17. Macrae, Manch, March 11 at 11.

Jackson, John, Kingston-upon-Hull, Tobacconist. Pet Feb 13. Leeds, March 10 at 12. Bond & Barwick, Leeds.

Jackson, Wm Jas, Southport, Lancaster, Importer. Pet Feb 25. Lpool, March 15 at 11. Harris & Culshaw, Lpool.

Jackson, Joseph, Prisoner for Debt, Chester. Adj Feb 19. Macrae, Manch, March 16 at 11.

Jacques, Alfred, Leicester, Journeyman Shoemaker. Pet Feb 23. Ingram, Leicester, March 13 at 10. Durrant, Leicester.

James, Verrant, jun, St Hilary, Cornwall, Labourer. Pet Feb 24. Exeter, March 8 at 11. Pitts, Exeter.

Jowett, Amos, Prisoner for Debt, Durham. Adj Feb 18. Gibson, Newcastle-upon-Tyne, March 11 at 11.30. Hoyle, Newcastle-upon-Tyne.

Kershaw, Wm, Gomersal, York, Woolstapler. Pet Feb 25. Leeds, March 15 at 11. Jackson, Cleckheaton; Cariss & Tempete, Leeds.

King, Jas, Coursen, Lpool, Merchant. Pet Feb 12. Lpool, March 10 at 11. Lowndes & Co, Lpool for Roscoe, Lincoln's-inn-fields.

Lowe, John, Lpool, Licensed Victualler. Pet Feb 24. Lpool, March 11 at 11. Blackhurst, Lpool.

Lowe, Thos, Denton, Lancaster, Hat Manufacturer. Pet Feb 23. Macrae, Manch, March 12 at 12. Brooks & Co, Manch.

Macdonald, Wm, Lpool, Tailor. Pet Feb 23. Hime, Lpool, March 10 at 3. Barker, Lpool.

McGrath, Barber, Lpool, Egg Dealer. Pet Feb 23. Hime, Lpool, March 11 at 3. Nordon, Lpool.

Melland, John, Bamford, & Ambrose Melland, Eym, Derby, Contractors. Pet Feb 20. Hubberstey, Bakewell, March 13 at 11. Binney & Son, Sheffield.

Nibett, Jas, Niton, Isle of Wight, Shoemaker. Pet Feb 20. Blake, Newport, March 13 at 12. Urry, Ventnor.

Ombler, Jas, Prisoner for Debt, Chester. Adj Feb 17. Fardell, Manch, March 10 at 12.

Osborne, Wm, Birkenhead, Chester, Ship Store Dealer. Pet Feb 20. Wason, Birkenhead, March 11 at 10. Bretherton, Birkenhead.

Page, Thos, Preston, Lancaster, no employ. Pet Feb 20. Myers, Preston, March 13 at 10. Forshaw, Preston.

Peele, John, Derby, Fruiter-Saleman. Pet Feb 5. Weller, Derby, March 10 at 12. Smith, Derby.

Robinson, Geo, Birn, Locksmith. Pet Feb 22. Guest, Birn, March 12 at 10. Maher, Birn.

Rogers, Stephen, Buckingham, Miller. Pet Feb 22. Parker, High Wycombe, March 15 at 10. Fell, Aylesbury.

Rosser, Joseph, Prisoner for Debt, Chester. Adj Feb 17. Lpool, March 11 at 11.

Rowbottom, Hy, Broughton, Lincoln, Butcher. Pet Feb 24. Leeds, March 10 at 12. Heit & Co, Brigg.

Sanders, Hy, John, Brighouse, York, Comm Agent. Pet Feb 23. Leeds, March 15 at 11. Lancaster, Bradford; simpson, Leeds.

Sayer, Ann, Guisborough, York, Innkeeper. Pet Feb 22. Perkins, Stockesley, March 9 at 12. Wilcox, Stockesley.

Scholes, Wm Branson, Lpool, Comedian. Pet Feb 22. Lpool, March 12 at 11. Price, Lpool.

Smalley, John, Derby, Coal Merchant. Pet Feb 23. Tudor, Birn, March 9 at 11. Heath, Derby.

Smith, John, Gt Harwood, Lancaster, Weaver. Pet Feb 22. Bolton, Blackburn, March 15 at 1. Clough & Polding, Blackburn.

Smith, Wm, Melford, Suffolk, Veterinary Surgeon. Pet Feb 20. Andrews, Sudbury, March 9 at 12. Mumford, Sudbury.

Smith, Lewis, Gt Yarmouth, Norfolk, Fishing Merchant. Pet Feb 24. Chamberlin, Gt Yarmouth, March 12 at 12. Preston, jun, Gt Yarmouth.

Spike, Wm, Central Wingland, Lincoln, Farmer. Pet Feb 23. Tudor, Birn, March 9 at 11. Maples, Nottingham.

Streven, Jas, Brighton, Station Master. Pet Feb 24. Medwin, Horsham, March 15 at 11. Lamb, Brighton.

Taylor, John, Brindley Ford, Stafford, Farmer. Pet Feb 23. Challinor, Hanley, March 13 at 11. Sutton, Burslem.

Theaker, Thos, Prisoner for Debt, York. Adj Feb 16. Wake, Sheffield, March 10 at 11. Binney & Son, Sheffield.

Tomkinson, Chas, Prisoner for Debt, Stafford. Adj Feb 11. Challinor, Hanley, March 13 at 11. Bowens, Stafford.

Waddington, Fras, Guisley, York, Shoemaker. Pet Feb 20. Carr, Oley, March 11 at 11. Barrer, Oley.

Walters, Saml, Dunkerton Hill, Somerset, Butter Dealer. Pet Feb 22. Smith, John, March 10 at 11. Aliman, Bristol.

Weiss, Thos, Wolsingham, Durham, Innkeeper. Pet Feb 18. Bates, Wolsingham, March 10 at 10. Dolphin, Wolsingham.

Wiberley, Reuben, Burton-upon-Trent, Stafford, Builder. Pet Feb 15. Hill, Birm, March 10 at 12. Perks, Burton-upon-Trent; Hodgson & Son, Birm.

Williams, Griffith, Carnarvon, Plasterer. Pet Feb 20. Williams, Carnarvon, March 6 at 11. Turner, Carnarvon.

Wrightson, John, Cockerton, Durham, Bleacher. Pet Feb 22. Gibson, Newcastle-upon-Tyne, March 12 at 12. Allison & Co, Darlington.

TUESDAY, March 2, 1869.
To Surrender in London.

Allan, David, Prisoner for Debt, London. Adj Feb 20. Pepys, March 19 at 12.

Ashbee, Wm, Louis Simonson, Edwd Dutton, & Alex Fras Lamb, Bouverie-st, Publishers. Pet Feb 26. Murray, March 15 at 1. White, Russell-sq.

Atkinson, John Whitworth, Prisoner for Debt, London. Adj Feb 19. Pepys, March 19 at 12.

Barton, Geo, Hy, Prisoner for Debt, London. Pet Feb 23 (for pau). Pepys, March 19 at 2. Dobie, Gresham-st.

Cameron, John, Gt Vine-st, Regent-st, Tailor's Foreman. Pet Feb 26. March 17 at 1. Scott, Union-ct, Old Broad-st.

Coumbe, Richard Maynard, Prisoner for Debt, London. Adj Feb 19. Pepys, March 18 at 12.

Eade, Hy, Prisoner for Debt, London. Adj Feb 19. March 17 at 12. Elliott, Hy Wm, Luddenhurst, Kent, Miller. Pet Feb 25. Pepys, March 18 at 1. Hughes & Co, Budge-row.

Ewens, Thos, Prisoner for Debt, London. Pet Feb 19. Roche, March 15 at 1. Montagu, Bucklersbury.

Fletcher, Thos, Prisoner for Debt, London. Pet Feb 26 (for pau). Murray, March 15 at 1. Spencer, Coleman-st.

French, David, Chatham, Kent, Coal Merchant. Pet Feb 27. Pepys, March 19 at 11. Lawrence & Co, Old Jewry-shambles.

Gorrod, Thos, Wilson-st, New Cross-rd, Cab Driver. Pet Feb 27. Roche, March 17 at 11. Hicks, Strand.

Hart, Isaac, New-st, Gravel-lane, Hounds-ditch, Butcher. Pet Feb 26. March 17 at 1. Dobie, Gresham-st.

Hawgood, Walter, Farnham, Surrey, Pawnbroker. Pet Feb 5. Pepys, March 18 at 12. Chudley, Old Jewry.

Hewett, Chas, Prisoner for Debt, London. Pet Feb 23 (for pau). Brougham, March 15 at 1. Biddles, South-sq, Gray's-inn.

Hicks, Ferdinand, High-st, Whitechapel, Builder. Pet Feb 24. March 15 at 1. Jutsum, Whitechapel-rd.

Hoseason, Geo Sayer, Milan-ter, Bridge-rd, Battersea, Gent. Pet Feb 26. March 17 at 1. Keane, Lincoln's-inn-fields.

Hughes, John, Rochester, Kent, Licensed Victualler. Pet Feb 25. Murray, March 15 at 12. Lewis & Co, Old Jewry.

Jones, Wm, Lavender-hill, Wandsworth-rd, Plasterer. Pet Feb 23. March 15 at 2. Dobie, Gresham-st.

Lewis, Robt, Rathbone-pl, Oxford-st, out of business. Pet Feb 25. March 15 at 2. Nind, Basinghall-st.

Milton, Wm, Prisoner for Debt, London. Adj Feb 19. March 17 at 12. Mitcham, Jas, Abbey-st, Bermondsey, Omnibus Conductor. Pet Feb 26. March 17 at 11. Hicks, Strand.

Morris, Saml, Rathbone-pl, Engineer. Pet Feb 27. Roche, March 17 at 11. Bradley, Berners-st, Oxford-st.

Mundy, Tom Edwd, Essex-rd, Islington, Draper. Pet Feb 24. Pepys, March 12 at 2. Wood, Basinghall-st.

Murphy, Jeremiah, Brooke's-market, Brooke-st, Holborn, Chandier's-shop Keeper. Pet Feb 25. March 13 at 2. Godfrey, Hatton-garden.

Robinson, Stanley, Ironmonger-lane, Auctioneer. Pet Feb 25. Pepys, March 18 at 1. Lawrence & Co, Old Jewry-chambers.

Rose, Saml, St Peter's-sq, Hackney, out of business. Pet Feb 25. Murray, March 15 at 12. Mortimer, Winchester-bldgs, Gt Winchester-st.

Smith, Thos, Prisoner for Debt, London. Adj Feb 19. Pepys, March 18 at 2.

Smith, Fredk Chas, Prisoner for Debt, London. Pet Feb 23 (for pau). Pepys, March 12 at 2. Dobie, Gresham-st.

Ward, Joseph, Prisoner for Debt, London. Pet Feb 28 (for pau). Pepys, March 19 at 11. Ring, Gresham-bldgs, Basinghall-st.

Warner, Ambrose Valentine, Prisoner for Debt, Norwich. Adj Feb 16. Pepys, March 18 at 1.

Watson, Robt, Prisoner for Debt, London. Adj Feb 19. Pepys, March 18 at 2.

Webb, Richd Wm, High Timber-st, Upper Thames-st, Licensed Victualler. Pet Feb 25. March 17 at 1. Rook & Co, King-st, Cheapside.

Wenham, Geo, Brewer-st, Woolwich, Journeyman Bricklayer. Pet Feb 26. Pepys, March 18 at 2. Buchanan, Basinghall-st.

Wheelhouse, Thos, Hatton-garden, Looking-glass Manufacturer. Pet Feb 23. March 15 at 12. Fuller, Hatton-garden.

Wigg, Dawson Fredk, Grove-st, Camden-town, out of business. Pet Feb 27. Roche, March 17 at 11. Riches, Gt Swan-alley, Moorgate-st.

Wills, Hy, Prisoner for Debt, London. Pet Feb 26 (for pau). Murray, March 15 at 1. Biddles, South-sq, Gray's-inn.

Wright, Jas, Prisoner for Debt, London. Adj Feb 20. Pepys, March 19 at 11.

To Surrender in the Country.

Adams, Joseph, Gt Horwood, Buckingham, Innkeeper. Pet Feb 25. Hearn, Buckingham, March 15 at 12. Clark, Aylesbury.

Bailey, Hy, Prisoner for Debt, Northampton. Adj Feb 15. Dennis, Northampton, March 13 at 10.

Banfield, John, Newport, Monmouth, Carpenter. Pet Feb 26. Roberts, Newport, March 10 at 11. Lloyd, Newport.

Barnett, Jas, Trent Vale, Stafford, Bookseller. Pet Feb 25. Keary, Stoke-upon-Trent, March 13 at 11. Stevenson, Stoke-upon-Trent.

Bennett, Julius, Thos, Thetford, Norfolk, Baker. Pet Feb 24. Clarke, Thetford, March 16 at 12. Chittock, Norwich.

Bird, Hy, Clifton, Bristol, Beerhouse Keeper. Pet Feb 25. Harley, Bristol, March 19 at 12.

Blake, Wm Hy, Sheffield, Manager of Steel Works. Pet March 1. Wake, Sheffield, March 17 at 1. Fernald, Sheffield.

Bleach, Alex Franz, Otley, Merchant's Clerk. Pet Feb 23. Carr, Otley, March 13 at 11. Berry, Bradford.

Bunn, Wm, Coventry, Baker. Pet Feb 25. Hill, Birm, March 17 at 12. Bence & Harris, Birm.

Calvert, Robt, West on, Lancaster, Farmer. Pet March 1. Lpool, March 15 at 12. Beltringer, Lpool.

Cooper, Edwd, Mason, Newcastle-under-Lyme, Stafford, Blacksmith. Pet Feb 24. Slaney, Newcastle-under-Lyme, March 13 at 11. Dutton, Newcastle-under-Lyme.

Couson, Wm, Scarborough, York, Butcher. Pet Feb 23. Woodall, Scarborough, March 15 at 3. Richardson, Scarborough.

Crofts, Thos, Hidfield, Dorset, out of business. Pet Feb 27. Symonds, Dorchester, March 15 at 2. Weston, Dorchester.

Croom, Joseph, Warmister, Wiltz, Baker. Pet Feb 25. Ponting, Warmister, March 16 at 11.30. Wakeman, Warmister.

Francis, Danl, Llanely, Carmarthen, Publican. Pet Feb 26. Morris, Llanely, March 16 at 12. Sned, Llanely.

Furse, Wm Ivey, Mevagissey, Cornwall, Draper. Pet Feb 27. Exeter, March 12 at 12. Meredith, St Austell; Floud, Exeter.

Garwood, Geo., Dorking, Surrey, Wheelwright. Pet Feb 24. Hart, Dorking, March 24 at 1. White, Guildford.
 Gay, Joseph, Gloucester, Beerhouse Keeper. Pet Feb 25. Wilton, Gloucester, March 13 at 12. Cooke, Gloucester.
 Hall, Hy, Hay, Stafford, Licensed Victualler. Pet Feb 23. Walsall, March 15 at 12. Glover, Walsall.
 Harding, Wm, Manch, Tailor. Pet Feb 25. Fardell, Manch, March 16 at 11. Bellhouse & Bond, Manch.
 Harmer, Geo, Norwich, Hawker. Adj Feb 15 (for pau). Palmer, Norwich, March 11 at 11.
 James, Wm, St Hilary, Cornwall, Labourer. Pet Feb 28. Exeter, March 16 at 1. Pitts, Exeter.
 Jennings, Geo, Bristol, Carpenter. Pet Feb 23. Harley, Bristol, March 19 at 12. Clifton.
 Kelly, Ann, Scarborough, York, Beerhouse Keeper. Pet Feb 13. Woodall, Scarborough, March 8 at 3. Williamson, Scarborough.
 Kennicott, Benj Centum, Monkwearmouth, Durham, Clerk in Holy Orders. Pet Feb 23. Gibson, Newcastle-upon-Tyne, March 12 at 12. Bonsfield, Newcastle-upon-Tyne.
 Lee, Joseph, Ipplepen, Devon, Tea Dealer. Pet March 1. Exeter, March 1 at 12. Hooper & Michelmore, Totnes; Hirzett, Exeter.
 Lill, Asher, Spalding, Lincoln, Millwright. Pet Feb 27. Tudor, Birm, March 23 at 11. Cazzmack, Spalding, Maples, Nottingham.
 Love, Thos Joseph, Birkenhead, Chester, Schoolmaster. Pet Feb 27. Wason, Birkenhead, March 16 at 2. Bretherton, Birkenhead.
 Marks, Abraham Isaac, Prisoner for Debt, Durham. Adj Feb 18. Gibson, Newcastle-upon-Tyne, March 12 at 11.30. Hoyle, New-castle-upon-Tyne.

McCall, Jas, Prisoner for Debt, Northampton. Adj Feb 15. Dennis, Northampton, March 13 at 10.
 McLaughlin, Hugh, Prisoner for Debt, Lancaster. Adj Feb 18. Hime, Liverpool, March 12 at 2.
 McLean, Murdoch, Cardiff, Glamorgan, Travelling Draper. Pet Feb 27. Wilde, Bristol, March 13 at 11. Press & Inksp, Bristol.
 Merrett, Thos, Swift's-hill, Stroud, Gloucester, Innkeeper. Pet Feb 12. Stroud, March 15 at 10. Clutterbuck, Stroud.
 Moore, Joseph, Leeds, Joiner. Pet March 1. Leeds, March 15 at 11. Fullan, Leeds.
 Newbold, Edwd, Nottingham, out of business. Pet Feb 27. Fardell, March 16 at 12. Sale & Co, Manch.
 Odham, John, Carlton-upon-Trent, Nottingham, Cornfactor. Pet Feb 15. Tudor, Birm, March 23 at 11. Maples, Nottingham.
 Playle, Arthur Howard, Carbrook, Norfolk, Grocer. Pet Feb 25. Franklin, Atleborough, April 1 at 11. Feltham, Hingham.
 Richards, Wm, Keyworth, Nottingham, Carrier. Pet Feb 25. Patchitt, Nottingham, March 24 at 10.30. Cranch, Nottingham.
 Robinson, Lotus Christopher Hawker, Portsea, Hants, Commander, R.N. Pet Feb 20. Howard, Portsmouth, March 13 at 12. Champ, Portsea.

Robinson, Thos Godburn, Pendleton, Lancaster, Baker. Pet Feb 24. Patteson, Poulton-le-Fylde, March 17 at 10. Edelson, Preston, Bowlands, Wm, Cardigan, Butcher. Pet Feb 25. Smith, Cardigan, March 16 at 11. Mitchell.
 Sansom, Geo Mansfield, Nottingham, Cabinet Maker. Pet Feb 27. Tudor, Birm, March 23 at 11. Everall, Nottingham.
 Shelton, Joseph, Toddington, Bedford, Market Gardener. Pet Feb 23. Kipling, Leighton Buzzard, March 19 at 11. Neve, Luton.
 Slade, Edwd, Freemantle, Southampton, Innkeeper. Pet Feb 24. Thorndike, Southampton, March 6 at 12. Mackey, Southampton.
 Stedden, Chas Guestling, Sussex, Market Gardener. Pet Feb 25. Young, Hastings, March 13 at 11. Philbrick, Hastings.
 Stell, Wm, Jun, Langridge, Lancaster, Grocer. Adj Feb 18. Myres, Preston, March 18 at 10.
 Sumner, Thos, Swansea, Glamorgan, Grocer. Pet Feb 25. Wilde, Bristol, March 12 at 11. Clifton, Bristol.
 Tate, Richd, West Hartlepool, Durham. Pet Feb 27. Child, Hartlepool, March 17 at 11. Brunton, West Hartlepool.
 Tier, Jesse Gibbs, otherwise Pickthorne, Portsea, Hants, of no business. Howard, Portsmouth, March 13 at 12. Ford, Portsea.
 Watkins, Geo Thos, Upper Easton, Gloucester, Licensed Victualler. Pet Feb 27. Harley, Bristol, March 19 at 12. Benson & Eletton. Webb, Chas Wm, Brighton, Sussex, Teacher of Dancing. Pet Feb 25. Evershed, Brighton, March 17 at 11. Mills, Brighton.
 Williams, David, Carmarthen, Coach Builder. Pet Feb 26. Lloyd, Carmarthen, March 13 at 10. Bishop, Llandaffofawr.
 Williamson, Geo, Birr, Chemist. Pet Feb 25. Guest, Birm, March 12 at 10. Ward, Birr.

BANKRUPTCIES ANNULLED.

FRIDAY, Feb. 26.

Halliday, Benj Williamson, Leeds, out of business. Feb 5.
 Boddy, Sarah, Langton-tor, Blackheath, Fancy Stationer. Feb 25.

TUESDAY, March 2, 1869.

Truman, Chas Wm, Whitby, York, Jet Ornament Manufacturer. Feb 24.

GRESHAM LIFE ASSURANCE SOCIETY,
37, OLD JEWRY, LONDON, E.C.

SOLICITORS are invited to introduce, on behalf of their clients, Proposals for Loans on Freehold or Leasehold Property, Reversions, Life Interests, or other adequate securities.

Proposals may be made in the first instance according to the following form:

PROPOSAL FOR LOAN ON MORTGAGES.

Date.....

Introduced by (state name and address of solicitor)

Amount required £

Time and mode of repayment (i.e., whether for a term certain, or by annuity or other payments)

Security (state shortly the particulars of security, and, if land or buildings, state the net annual income).

State what Life Policy (if any) is proposed to be effected with the Graham Office in connection with the security.

By order of the Board,

F. ALLAN CURTIS, Actuary and Secretary.

CHAMBERS TO LET, 56, Lincoln's-inn-fields.—Enquire of the HOUSEKEEPER.

CARRS, 265, STRAND.

"If I desire a substantial dinner off the joint, with the agreeable accompaniment of light wine, both cheap and good, I know of only one house, and that is in the Strand, close to Danes Inn. There you may wash down the roast beef of old England with excellent Burgundy, at two shillings a bottle, or you may be supplied with half a bottle for a shilling."—All the Year Round, June 18, 1864, page 440.

The new Hall lately added is one of the handsomest dining rooms in London. Dinners (from the joint), vegetables, &c., 1s. 6d.

FINE DRY PALE SHERRY, 30s. per doz., D. G.

Gordon's shipping. Splendid Golden Sherry, Fernandez and Ramo's shipping, 30s. Port, 30s. Creaming Champagne, 42s. Six bottles, 2ls.; pints, 2s. First quality Wines.

Havana Cigars—La Patria, 30s. El Principe de Galles, 40s. per 100. Continental Palmas, 15s. Concha Londres, 1s. Carriage paid.

Cellars stocked with first-class Wines upon the lowest possible charges for cash—23 doz., 27s.; 50, 25s.; 100, 24s. Port, Sherry, or Champagne; all Port or Sherry; or assorted.

ASHLEY & CO., 24, GARRICK-STREET, COVENT-GARDEN.

FURNISH YOUR HOUSE AT DEANE'S IRONMONGERY AND FURNISHING WAREHOUSES.

ESTABLISHED A.D. 1700.

DEANE'S—Celebrated Table Cutlery, every variety of style and finish.

DEANE'S—Electro-plated Spoons and Forks, best manufacture.

DEANE'S—Electro-plated Tea & Coffee Sets, Liqueur Stands, Cruets, &c.

DEANE'S—Dish Covers and Hot Water Dishes, Covers in Sets, from 18s.

DEANE'S—Papier-mâché Tea Trays, in Sets, from 21s., newest patterns.

DEANE'S—Bronzed Tea and Coffee Urns, with patent improvements.

DEANE'S—Copper and Brass Goods, Kettles, Stew and Preserving Pans.

DEANE'S—Moderator and Rock Oil Lamps, a large and handsome stock.

DEANE'S—Domestic Baths for every purpose. Bath-rooms fitted complete.

DEANE'S—Fenders and Fire-irons, in all modern and approved patterns.

DEANE'S—Bedsteads in Iron and Brass. Bedding of superior quality.

DEANE'S—Register Stoves, London-made Kitcheners, Ranges, &c.

DEANE'S—Cornices and Cornice Poles, a great variety of patterns.

DEANE'S—Tin and Japan Goods, Iron Ware, and Culinary Utensils.

DEANE'S—Turnery, Brushes, Mats, &c., strong and serviceable.

DEANE'S—Horticultural Tools, Lawn Mowers, Garden Rollers, &c.

DEANE'S—Gas Chandeliers, Newly designed Patterns.

New Illustrated Catalogue, with Priced Furnishing List, gratis and post free.

A discount of five per cent. for cash payments of £2 and upwards.

DEANE & CO. (46, King William-street), LONDON-BRIDGE.

BILLS OF COMPLAINT, ANSWERS, APPEALS, MINUTES, and all Law Printing, executed with promptitude and at moderate charges by

YATES & ALEXANDER,

LAW PRINTERS,

7, Symonds-inn (and at Church-passage), Chancery-lane, London.

YATES AND ALEXANDER, PRINTERS,

7, Symonds-inn (and at Church-passage), Chancery-lane, E.C.

Parliamentary Bills, Appeals, Bills of Complaint, Memorandums and Articles of Association, Legal Forms, Notices, &c.

Prospectuses of Public Companies, Share Certificates, Show Cards, Cheques, Insurance Tables, Policies, Proposal Forms.

Catalogues, Particulars and Conditions of Sale, Posting Bills, and all General Printing.

SLACK'S SILVER ELECTRO PLATE is a coating of pure Silver over Nickel. A combination of two metals possessing such valuable properties render it in appearance and wear equal to Sterling Silver. Fiddle Pattern. Thread. King's.

	£ s. d.				
Table Forks, per doz.	1 0 0	1 18 0	2 4 0	2 10 0	
Dessert ditto	1 0 0	1 10 0	1 12 0	1 15 0	
Table Spoons	1 0 0	1 18 0	2 4 0	2 10 0	
Dessert ditto	1 0 0	1 10 0	1 12 0	1 15 0	
Tea Spoons	0 12 0	0 18 0	1 2 0	1 3 0	

Every Article for the Table as in Silver. A Sample Tea Spoon forwarded on receipt of 20 stamps.

RICHARD & JOHN SLACK, 336, STRAND, LONDON.

SLACK'S FENDER AND FIRE-IRON WARE-HOUSES, THE MOST ECONOMICAL, consistent with good quality—

Iron, enders, 3s. 6d.; Bronzed ditto, 8s. 6d., with standards; superior Drawing-room ditto, 14s. 6d. to 30s.; Fire Irons, 2s. 6d. to 20s. Patent Dish Covers, with handles to take off, 18s. set of six. Table Knives and Forks, 8s. per dozen. Roasting Jacks, complete, 7s. 6d. Tea-trays, 1s. 6d. set of three; elegant Papier Mâché ditto, 2s. 6d. set. Teapots, with plated knob, 5s. 6d.; Coal Scuttles, 2s. 6d. A set of Kitchen Utensils for cottage, £3. Slack's Cutlery has been colourated for 50 years. Ivory Table Knives, 14s., 16s., and 18s. per dozen. White Bone Knives and Forks, 8s. 9d. and 12s.; Black Horn ditto, 8s. and 10s. All warranted.

As the limits of an advertisement will not allow of a detailed list, purchasers are requested to send for their Catalogue, with 330 drawings, and prices of Electro-Plate, Warranted Table Cutlery, Furnishing Ironmongery, &c. May be had gratis or post free. Every article marked in plain figures at the same low prices for which their establishment has been celebrated for nearly 50 years. Orders above £2 delivered carriage free per rail.

RICHARD & JOHN SLACK, 336, STRAND, LONDON,
Opposite Somerset House.

UNIVERSITY OF LONDON.

NOTICE IS HEREBY GIVEN, That on WEDNESDAY, 28th of April next, the Senate will proceed to elect Examiners in the following departments:-

Examinerships. ARTS AND SCIENCE.	Salaries. (Each.)	Present Examiners.
Two in Classics	£200	F. A. Paley, Esq., M.A.
Two in the English Language, Literature, and History	Vacant.	Rev. Joseph Angus, D.D.
Two in the French Language	£120	Vacant.
Two in the German Language	£100	Rev. P. H. Ernest Brette, B.A., B.D.
Two in the Hebrew Text of the Old Testament, the Greek Text of the New Testament, the Evidences of the Christian Religion, and Scripture History	£30	F. Althaus, Esq., Ph.D.
Two in Logic and Moral Philosophy	£50	Prof. Buchheim, Ph.D.
Two in Mathematics and Natural Philosophy	£80	Rev. Samuel Davidson, D.D., LL.D.
Two in Experimental Philosophy	£30	Prof. G. Croom Robertson, M.A.
Two in Chemistry	£100	Vacant.
Two in Botany and Vegetable Physiology	£75	Prof. W. Stanley Jeavons, M.A.
Two in Geology and Palaeontology	£75	Edward John Routh, Esq., M.A.
LAWS.	£200	Prof. G. Carey Foster, B.A.
Two in Law and the Principles of Legislation	£100	Vacant.
MEDICINE.	£100	Prof. Williamson, Ph.D., F.R.S.
Two in Medicine	£150	Vacant.
Two in Surgery	£150	Prof. J. Russell Reynolds, M.D.
Two in Anatomy	£100	Samuel Wilks, Esq., M.D.
Two in Physiology, Comparative Anatomy, and Zoology	£150	F. Le Gros Clark, Esq.
Two in Midwifery	£75	Vacant.
Two in Materia Medica and Pharmaceutical Chemistry	£75	Prof. William Turner, M.B.
Two in Forensic Medicine	£50	John Wood, Esq., F.R.C.S.
		Prof. Huxley, LL.D., F.R.S.
		Henry Power, Esq., M.B.
		John Braxton Hicks, Esq., M.D., F.R.S.
		Prof. Priestley, M.D.
		Prof. Garrod, M.D., F.R.S.
		Samuel Osborne Habershon, Esq., M.D.
		E. Headlam Greenhow, Esq., M.D.
		Thomas Stevenson, Esq., M.D.

The Examiners above named are re-eligible, and intend to offer themselves for re-election. Candidates must send in their names to the Registrar, with any attestation of their qualifications they may think desirable, on or before Tuesday, March 30th. It is particularly desired by the Senate that no personal application of any kind be made to its individual Members.

17, Savile-row, W., March 2nd, 1869.

By order of the Senate,

WILLIAM B. CARPENTER, M.D., REGISTRAR.

TO POOR-LAW GUARDIANS and all who wish to decrease Parish Rates. Read Miss FLORENCE NIGHTINGALE'S Notes on Pauperism in FRASER'S MAGAZINE for MARCH.

INGRAM'S LAW OF COMPENSATION.—Second Edition by ELMES. Just published, post 8vo, 12s. cloth.

COMPENSATION TO LAND AND HOUSE OWNERS: being a Treatise on the Law of the Compensation for Interests in Lands, &c., payable by Railway and other Public Companies; with an Appendix of Forms and Statutes. By THOMAS DUNBAR INGRAM, of Lincoln's-inn, Esq., Barrister-at-Law, now Professor of Jurisprudence and Indian Law in the Presidency College, Calcutta. Second Edition. By J. Y. ELMES, of the Inner Temple, Esq., Barrister-at-Law. London: BUTTERWORTHS, 7, Fleet-street, Her Majesty's Law Publishers.

HUNT'S LAW OF BOUNDARIES AND FENCES.

Post 8vo, 9s. cloth. THE LAW RELATING TO BOUNDARIES and FENCES. By ARTHUR JOSEPH HUNT, of the Inner Temple, Esq., Barrister-at-Law. London: Butterworths, 7, Fleet-street, Her Majesty's Law Publishers.

LATHAM'S LAW OF WINDOW LIGHTS.

Post 8vo, 10s. cloth. A TREATISE on the LAW OF WINDOW LIGHTS. By FRANCIS LAW LATHAM, of the Inner Temple, Esq., Barrister-at-Law. London: Butterworths, 7, Fleet-street, Her Majesty's Law Publishers.

TREATISE ON COMPOSITIONS WITH CREDITORS, Price 3s. 6d.

WETHERFORD'S COMPOSITION DEEDS; with the new Bankruptcy Amendment Act, General Orders and Forms complete, many useful precedents, Solicitors' Costs, &c. W. AMER, Law Publisher, Lincoln's-inn-gate, W.C.

LONDON GAZETTE (published by authority) and LONDON and COUNTRY ADVERTISEMENT OFFICE.

No. 117, CHANCERY LANE, FLEET STREET.

HENRY GREEN (many years with the late George Raynsford, Advertising Agent, began to direct the attention of the Legal Profession to the advantages of his long experience of upwards of twenty-five years, in the special insertion of all pro forma notices, &c., and heartily avails their continued support.—B.B. One copy of advertisement only required, and the strictest care and promptitude assured. Fee of "London Gazette" kept for reference.

A PROFESSIONAL ACCOUNTANT, residing in a very pleasantly situated house a few miles from town, wishes to meet with a young Gentleman as Partial Boarder, whom he would instruct in every detail of his profession.—Address, ACCOUNTANT, care of F. Algar, Esq., 11, Clement's-lane, Lombard-street, E.C.

LAW.—Kain, Sparrow, Witt, & Co., give Notice that Mr. G. J. Kain's System of Solicitors' Book-keeping is protected by Copyright, and can only be lawfully adopted by using account books specially made for the purpose by Waterlow & Sons, London, or by such others as may be authorised. Kain, Sparrow, Witt, & Co., Law Accountants and Costs Draftsmen, 69, Chancery-lane, W.C.

SPAIN.—Merchants and others in need of an honourable, competent, and Legal Agent in Spain, to transact affairs and promote claims of any kind, can apply for references to the Spanish Consulate General, 155, Fenchurch-street, City.

FREEHOLD GROUND RENTS, amply secured on property at the west of London, to be SOLD, to pay a clear $\frac{1}{4}$ per cent.—For further particulars apply to Messrs. WALTER RICHARDSON & Co., Auctioneers and Estate Agents, 13, Regent-street, Waterloo-place, S.W.

SAFES AND LOCKS.—LOCKS AND SAFES.—

Before purchasing a Safe or Lock, send for a Copy of GEORGE PRICE'S New Book List of Prices, 99 engravings, which may be had free, on application to him.—Cleveland Safe and Lock Works, Wolverhampton.

ALBION SNELL'S 25s. OFFICE WATCH, equal in appearance, accuracy, and durability, to any Watch at five times the cost. A written guarantee and twelve months' trial allowed.—ALBION SNELL, Watchmaker and Jeweller, 114, High Holborn, W.C. Established 1848. Free and safe by post, is. extra registered.

THE COMPANIES ACTS, 1862 and 1867.

EVERY requisite under the above Acts supplied on the shortest notice. The BOOKS AND FORMS kept in stock for immediate use. MEMORANDA and ARTICLES OF ASSOCIATION specially printed in the proper form for registration and distribution. SHARE CERTIFICATES engraved and printed. OFFICIAL SEALS designed and executed. No charge for sketches. Companies Fee Stamps.

ASH & FLINT, Stationers, Printers, Engravers, Registration Agents, &c., 49, Fleet-street, London, E.C. (corner of Serjeants'-inn).